

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

PRISANT

Serial No. 10/694,389

Filed: October 28, 2003

For: METHOD AND SYSTEM FOR REMOTE PURCHASE  
PAYMENTS



Atty. Ref.: 233-123

TC/A.U.: 3629

Examiner:

\* \* \* \* \*

January 18, 2005

(Tuesday after Monday holiday)

Mail Stop Missing Parts  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

**RENEWED PETITION TO FILE**  
**UNDER 37 C.F.R. §1.47(b)**

In parent application 10/009,740 (filed September 13, 2002 as a US national phase of PCT/IL00/00331 filed June 6, 2000) a petition to file under 37 C.F.R. §1.47(b) was submitted on September 13, 2002. However, this petition was denied on March 28, 2003 (copy of decision attached) because required items (2) – (5) were allegedly not yet then met. For various reasons, it was necessary to file the present continuation application in order to respond with this renewed petition under 37 C.F.R. §1.47(b) – in conjunction with a concurrently filed response to the Notice to File Missing Parts dated 06/15/2004 (together with petition and fee for a 5 month time extension).

This renewed petition is supported by:

Item (1): The petition fee of \$130.00 under 37 C.F.R. §1.17(h) is attached.

Item (2): Earlier submitted documents had not been translated to English to prove that the inventor refuses to execute the application and/or cannot be reached after diligent effort. Attention is therefore now directed to Attachment I including the English language declaration of attorney Steven Kantor and its attached copies of correspondence and Israeli Post Office messages (including English translations) demonstrating this required item (2).

Item (3): The earlier submitted last known address for inventor Prisant was questioned because it appeared to be a “commercial” address rather than the inventor’s home address. However, as evidenced by Attachments I (Kantor Declaration) and II (Dahan Declaration), this is also believed to be Mr. Prisant’s personal home address:

Simon Prisant  
25 Ha’ Agur  
Caisaria 38900, Israel

Item (4): The earlier submitted Rule 63 declaration was signed by Mr. Eli Dahan with a typed legend “on behalf of and as agent for Simon Prisant” whereas Mr. Dahan was actually authorized to act on behalf of Hello-Tech Technologies LTD to which Mr. Prisant and Israwash Ltd. were obligated to assign this application. A new Rule 63 declaration signed by Yair Tamir over a more appropriate description of his capacity on

behalf of the current owner Teltry Systems Limited as evidenced by Attachments III and IV is submitted herewith as Attachment V.

Item (5): As part of Attachments II, III and IV herewith are English translations of the various applicable agreements together with the declarations of: Eli Dahan, a person having personal firsthand knowledge of the fact that the invention was made by Prisant under an obligation of assignment. Yair Tamir Managing Director of the current owner Teltry Systems Limited and Oren Rechtes an attorney acting for Teltry and summarizing events in the chain of title.

Item (6): This item was already found (by the decision of March 28, 2003) to have been satisfied by the earlier submissions which are hereby incorporated by reference.

Accordingly, all requirements of 37 C.F.R. §1.47(h) are believed to have been met and it is therefore respectfully requested that this petition be granted and that this application be forwarded in the usual manner for substantive examination and processing.

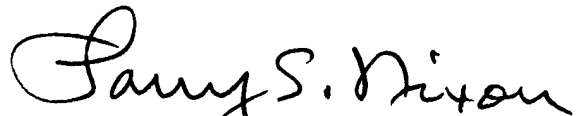
PRISANT

Serial No. 10/694,389

Respectfully submitted,

**NIXON & VANDERHYE P.C.**

By:



Larry S. Nixon  
Reg. No. 25,640

LSN:vc

1100 North Glebe Road, 8th Floor

Arlington, VA 22201-4714

Telephone: (703) 816-4000

Facsimile: (703) 816-4100

Attachment I – Declaration of Steven Kantor (with Appendices A, B)

Attachment II – Declaration of Eli Dahan (with Appendices A-E)

Attachment III – Declaration of Yair Tamir (with Appendices A, B)

Attachment IV – Declaration of Oren Reches

Attachment V – Rule 63 Inventor's Declaration

23 MAR 2003 LSJ 233-100



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS  
UNITED STATES PATENT AND TRADEMARK OFFICE  
WASHINGTON, D.C. 20231  
www.uspto.gov

2mo Rep

Nixon & Vanderhye  
1100 N. Glebe Road, 8<sup>th</sup> Floor  
Arlington, VA 22201-4714



233-106  
3-28-03  
May 28 2003  
OCT 28 2003  
pdr/mss

In re Application of  
PRISANT, Simon  
Application No.: 10/009,740  
PCT No.: PCT/IL00/00331  
Int. Filing Date: 07 June 2000  
Priority Date: 16 June 1999  
Attorney Docket No.: 233-106  
For: METHOD AND SYSTEM FOR  
REMOTE PURCHASE PAYMENTS

DECISION ON  
PETITION UNDER  
37 CFR 1.47(b)

This is a decision on applicant's "Petition Under 37 C.F.R. 1.47(b)," filed in the United States Patent and Trademark Office (USPTO) on 13 September 2002.

**BACKGROUND**

On 07 June 2000, applicant filed international application PCT/IL00/00331. A copy of the international application was communicated to the United States Patent and Trademark Office (USPTO) from the International Bureau on 21 December 2000. A Demand for international preliminary examination was timely filed on 16 January 2001. Accordingly, the thirty-month period for paying the basic national fee in the United States expired at midnight on 17 December 2001 (16 December 2001 was a Sunday).

On 17 December 2001, applicant filed a submission for entry into the national stage in the United States which was accompanied by, *inter alia*, the basic national fee.

On 15 February 2002, the Office mailed a Notification of Missing Requirements (Form PCT/DO/EO/905) indicating, *inter alia*, that an oath or declaration of the inventors in compliance with 37 CFR 1.497(a)-(b) was required.

On 13 September 2002, applicant submitted the instant petition under 37 CFR 1.47(b), but directed it to 10/009,740.

On 15 November 2002, the Office mailed Notice of Abandonment, indicating that no reply had been received to Notice to File Missing Parts mailed on 15 February 2002.

On 20 November 2002, applicant filed "Request to Reconsider and Withdraw Erroneous Notice of Abandonment and Conditional Petition For Revival Under 37 C.F.R. §1.137(b)."

### DISCUSSION

As a preliminary matter, the petition under 37 CFR 1.47(b) was directed to 10/009,749. The fees were credited to that application. The fees will be transferred to 10/009,740.

A petition under 37 CFR 1.47(b) must be accompanied by: (1) the fee under 37 CFR 1.17(h), (2) factual proof that the inventor refuses to execute the application or cannot be reached after diligent effort, (3) a statement of the last known address of the inventor, (4) an oath or declaration by the 37 CFR 1.47(b) applicant on behalf of and as agent for the non-signing inventor, (5) proof that the 37 CFR 1.47(b) applicant has sufficient proprietary interest in the application, and (6) a showing that such action is necessary to preserve the rights of the parties or to prevent irreparable damage.

Items (1) and (6) have been met. (1) The petition fee of \$130 under 37 CFR 1.17(h) has been paid. (6) Applicant has made a sufficient showing of irreparable harm.

Item (2) has not been met. To establish refusal, applicant must demonstrate that a *bona fide* attempt was made to present a copy of the application papers (specification, including claims, drawings, and oath or declaration) to the non-signing inventor for signature. MPEP §409.03(d). The envelope that contained the letter mailed to Mr. Priant and the track and confirm printout have not been translated into English. Additionally, the letter mailed to Mr. Priant has not been translated into English. The Office does not consider material in a language other than English.

Item (3) has not been met. Applicant states the last known mailing address of Simon Priant as Israwash Ltd., 25 Ha'Agur, Caisaria 38900, Israel. This appears to be a commercial address, while the address provided should be inventor's most recent home address. MPEP 605.03.

Item (4) has not been met. A declaration was provided signed by Eli Dahan, "on behalf of and as agent for Simon Priant". Under 37 C.F.R. §1.497(b)(2), "if the person making the oath or declaration or any supplemental oath or declaration is not the inventor (§§ 1.42, 1.43, or §1.47), the oath or declaration shall state the relationship of the person to the inventor." Mr. Dahan claims to be an agent of Simon Priant. An agent would not have power to execute a declaration on behalf of the inventor. See MPEP §605.04(a). Additionally, there is no evidence that Mr. Dahan is an agent of Mr. Priant. It appears from his declaration that Mr. Dahan claims to be an officer of the assignee of Mr. Priant's invention.

Item (5) has not been met. Applicant has not provided an English translation of the partnership agreement. Additionally, "when such an agreement is relied on, it must be established by a statement of a person having firsthand knowledge of the facts that the invention was made by the employee while employed by the 37 CFR 1.47(b) applicant." MPEP §409.03(f).

**CONCLUSION**

For the above reasons, applicant's petition under 37 CFR 1.47(b) is **DISMISSED**, without prejudice.

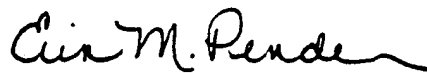
If reconsideration on the merits of this petition is desired, a proper response must be filed within TWO (2) MONTHS from the mail date of this decision. Failure to timely file the proper response will result in abandonment of this application. Any reconsideration request should include a cover letter entitled "Renewed Petition Under 37 CFR 1.47(b)". No additional petition fee is required.

Applicant is advised that, effective May 1, 2003, the Office is changing its correspondence address. Any further correspondence with respect to this matter deposited with the United States Postal Service on or after May 1, 2003 should be addressed to the Mail Stop PCT, Commissioner for Patents, Office of PCT Legal Administration, P.O. Box 1450, Alexandria, Virginia 22313-1450, with the contents of the letter marked to the attention of the Office of PCT Legal Administration.

Any further correspondence with respect to this matter should be addressed to the Assistant Commissioner for Patents, Box PCT, Washington, D.C. 20231, with the contents of this letter marked to the attention of the Office of PCT Legal Administration.



Leonard E. Smith  
PCT Legal Examiner  
PCT Legal Administration



Erin M. Pender  
Attorney Advisor  
PCT Legal Administration

Telephone: 703-305-0455  
Facsimile: 703-308-6459

## ATTACHMENT I



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re patent of : PRISANT

ATTY Ref: 233-106

Serial number : 10/694389

Filed

For : METHOD AND SYSTEM FOR REMOTE PURCHASE PAYMENT

Sir

DECLARATION OF STEVEN KANTOR

I, Steven Kantor declare and say of my own personal knowledge and belief:

1. THAT I am an Israeli Lawyer.
2. THAT following review of the agreement entered into by and between Israewash Ltd. and Eltech Ltd. dated May 7, 2000, it is my understanding that Mr. Shimon Prisant and Israwash were obliged to transfer all rights in the U.S. national phase of PCT patent application number PCT/IL00/00331.
3. THAT During 2002 and 2004 I sent two letters, in behalf of my client, Hello-Tech Technologies Ltd. to Mr. Shimon Prisant and to Israwash Ltd., both located at 25 Ha'Agur POB 5591 Casaria 38900 Israel. A true copy of these letters and their English translation are attached as Appendix A. An original copy as well as a translation of the message provided by the Israeli Post Office relating to the refusal of Mr. Prisant to collect the registered letter sent at 2002 sent to him by me is attached as Appendix B.
4. THAT, I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful statements may jeopardize the validity of the application or any patent issued thereon.

6.01.2005

Date

STEVEN KANTOR, ADV.  
L.N. 16911

Steven Kantor

## APPENDIX A TO KANTOR DECLARATION



**MISSOITSKY ST. TEL-AVIV ISRAEL 62338 52338** זמנ-לח 5 יזרמול  
FAX (972) (3) 604-0111 : ope Tel (972) (3) 545-2020 : 11270

אֲנִי מְבַרְכֶּךָ אֵלֹהֵי אֲבוֹתֵינוּ וְעַתָּה מְבַרְכֶּךָ אֵלֹהֵי יִשְׂרָאֵל  
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7. מומחה נשואה וזקן שא שולח אלמא' (ויספיקט מילכדו) דלעבא דלעבא אגרא  
סולאק ומילכדו שא שולח אלמא' ולי-אלמוי גלט א' לעבא אג' סכסכו סלמולאכ סכסכו

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URL: <http://www.fishbase.org/summary/species/505057> (4/29/2008)

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LAW OFFICES  
 '7151 55th St.,  
 NEW YORK, N.Y.  
 FERRATI, GALINI & CO

החלטה  
מיום 10.12.2019

המחלוקה בין הצדדים היא על שטח של כ- 100 מ"ר, הממוקם ברחוב המלך המעוז, תל אביב. הצדדים חתמו על הסכם שלום, אך לא נעשה כלום להגשמתו.

הצדדים חתמו על הסכם שלום, אך לא נעשה כלום להגשמתו. הצדדים חתמו על הסכם שלום, אך לא נעשה כלום להגשמתו.

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[On the Letterhead of Efrati Galili & Co., Law Offices]

To:  
Mr. Shimon Frisant  
Isra-Wash Ltd.  
P.O. Box 5591  
Caesarea



Tel Aviv, 9 May 2002

- **Without Prejudice** -  
By Registered Mail

Dear Sir,

Re: **Rights in Application for Registration of Patent in USA – Application No. 130505 (hereinafter: the “Patent”)**

On behalf of my client, Hello-Tech Technologies Ltd. (hereinafter: the “**Company**”), we hereby write to you as follows:

1. A Founders’ Agreement dated 7 May 2000 (hereinafter: the “**Founders’ Agreement**”) was entered into between Eltech M.A.D. Ltd. and Isra-Wash Ltd. (hereinafter: “**Isra-Wash**”).
2. Under the Founders’ Agreement, it was agreed, *inter alia*, that Isra-Wash, which had submitted an application for registration of the above Patent in the USA (hereinafter: the “**Patent Application**”), would transfer all of its rights in the Patent Application and in the patent that would be registered, to the Company.
3. For the purpose of implementation of the Founders’ Agreement, on 17 December 2000, Isra-Wash and the Company executed a deed of transfer of rights.

Under the aforesaid deed of transfer of rights, Isra-Wash was to transfer all of its rights in the Patent Application to the Company, and that Company was to be entitled to give notice to the US Patents Registrar of transfer of title to the application and the patent, and to register the rights in the Patent, if registered, in its name.

4. In addition to the deed of transfer of rights as aforesaid, Isra-Wash also signed an irrevocable power of attorney appointing Adv. Ariel Popper and/or Adv. David Blum, to transfer and register Isra-Wash’s rights in the application for registration of the patent, into the Company’s name, and to do all acts required in this regard.
5. Since you are registered under the original Patent Application as the “inventor” and are therefore the person exclusively authorized to sign documents which require the signature of the inventor, you are required from

time to time to sign various documents on behalf of the US Patents Office, which cannot be signed under power of attorney.

6. Whenever the Company has approached you to sign various documents, you have signed them. A number of days ago, the Company asked you to sign various documents required by the US Patents Office. To the Company's great surprise, you refused to do so, and you informed the Company that until a deed of undertaking was provided to Isra-Wash to purchase its shares in the Company, you would not sign the required documents.
7. It should be noted that under the Agreement and/or the law, you are required to sign any document relating to the Patent Application.
8. Failure by you to so sign constitutes, *inter alia*, a fundamental breach of the agreements to which you are a party, causing breaches of agreements and/or conduct not in good faith or conduct that is unacceptable. It should be noted, parenthetically, that the shares allotted to Isra-Wash were only allotted in consideration for transfer of the rights in the applications for registration of the Patent in various countries and transfer of the rights in the Patent itself, if such are registered, and likewise, the Company has incurred considerable expenses relating to the Patent Application, and therefore, failure by you to execute it shall cause cancellation of the Patent Application in the USA and thereby, loss of the rights afforded to the Company under the Patent, and as a result, financial damage to the Company.
9. In light of the aforesaid, you are requested to sign the required documents within 48 hours of the date of receipt of this letter. In the event that you do not do so, my client shall have no choice but to institute any legal proceedings available to it.
10. This letter shall not be deemed to exhaust and/or derogate from any claims and/or demands and/or suits and/or rights of my client, and the contents of this letter, nor anything omitted from it, shall not constitute any admission and/or waiver of any thing, and all of the contents hereof shall be without prejudice to my client's rights.

i

Yours sincerely,

(sgd)

Steven Kantor, Adv.



ה'תשס"ה  
י"ח - כ"ג  
בבית דין

- למשל שהיא לא מוכרזת לא למועצה ולא לרשות  
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LAW OFFICES

NAVEH, KANTOR, EVEN-HAR

המעביר לא יוכל להעביר את המעביר לרשות ולא למועצה ולא לרשות

Member of the New York Bar

Raz Even-Har, Adv.  
Steven Kantor, Adv.  
Amihai Naveh, Adv., MBA

5 February 2004

To:  
**Mr. Shimon Frisant**  
**Isra-Wash Ltd.**  
P. O. Box 5591  
Caesarea



By Registered Mail  
Without Prejudice

Dear Sir,

Re: **Warning Regarding Institution of Legal Proceedings**

On behalf of my clients, Hello-Tech Technologies Ltd. (the "**Company**") and Eltech M.A.D. Ltd., I hereby write to you as follows:

1. As you are aware, on 7 May 2000, a founders' agreement was executed between Isra-Wash Ltd. (hereinafter: "**Isra-Wash**") and Eltech M.A.D. Ltd., to incorporate the Company (hereinafter: the "**Founders' Agreement**").
2. Under the Founders' Agreement, it was agreed, *inter alia*, that Isra-Wash, which, on the date of execution of the Agreement, declared that it was the owner of an application for an American patent for means of control and supervision via cellular telephone handsets (hereinafter: the "**Patent Application**"), would transfer all of its rights in the Patent Application and any patent that might be registered thereunder, and derivative patent applications in other countries, to the Company.
3. For the purpose of implementation of the Founders' Agreement, on 17 December 2000, Isra-Wash and the Company signed a deed of transfer of rights. Under the provisions of the aforesaid deed of transfer of rights, the Company gave notice to the US Patent Office of transfer of title in the Patent Application, and applied to register the rights in the patent, when registered, in its name. Notwithstanding this application by the company, the transfer has not yet been registered into its name on the US Patent Register, and in any event, transfer of the rights in derivative patent applications at the European and Japanese Patent Offices has not been permitted, since your signatures, as inventor and authorized signatory on behalf of Isra-Wash are required on additional forms, which you have refused and which you continue to refuse to sign.
4. As holder of the controlling interest in Isra-Wash and as manager thereof, your failure to sign constitutes a fundamental breach of the agreements to which Isra-Wash is a party, constitutes failure to uphold the agreement in good faith and in the acceptable manner, and, it goes without saying that your conduct has caused and continues to cause considerable damage to the Company.



5. In light of the aforesaid, you are requested to cooperate with the Company and to sign all of the documents required in order to complete transfer of the rights in all of the Patent Applications, both as inventor and as authorized signatory at Isra-Wash, within seven (7) days of the date of this letter. Should you not do so, my clients shall institute such legal proceedings as are available to them in order to enforce their rights.
6. This letter shall not be deemed to exhaust any of my clients' rights and/or claims and nothing contained in it or absent from it shall be deemed to constitute a waiver of any right or claim whatsoever.

Yours truly

(sgd)

Raz Even Har, Adv.

## APPENDIX B TO KANTOR DECLARATION

**First page:**

Letter : "For:  
Mr. Shimon Prisant  
Israwash Lt.  
25 Haagour St.  
Cesaria

Registered + Approval of Receipt  
RA-10619169-4-IL

Express Mail



**Second page:**

Israel Postal Authority

Information about registered item with approval of receipt number RA106191694IL

The item was returned to the sender at June 9 2002 because the item was not requested by the intended recipient after the predefined period.

For your knowledge, tracking after registered items and deliveries exists for deliveries in Israel alone, to all the central...

**Third Page:**

Confirmation of a reception of registered mail

Recipient : Mr. Shimon Prisant, Israwash Ltd.  
At : Haagour 25 St.  
Cesaria

Post Office Stamp : Tel-Aviv-Jaffa, May 13 2002.

**Fourth page:**

Approval of recipient - First side  
The Israeli Postal Authority

By the post office : The item was not requested  
Claudine Amar  
June 2 2002

Return to Sender : Steven Kantor  
6 Visotzky St.  
Tel Aviv

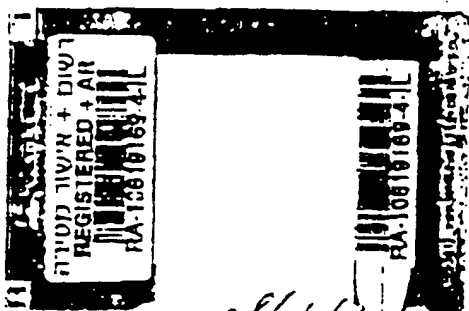
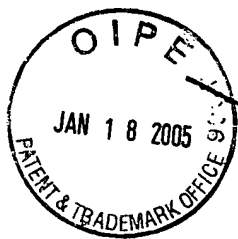
**Fifth Page:**

Approval of recipient - second side

Registered letter

Recipient : Mr. Shimon Prisant, Israwash Ltd.  
At : Haagour 25 St.  
Cesaria

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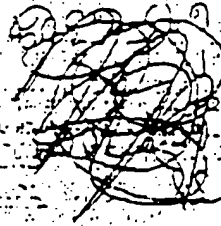
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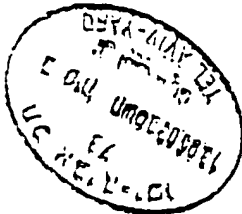


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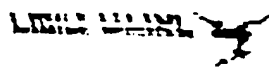
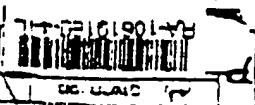


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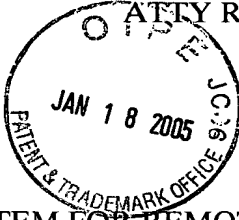
## ATTACHMENT II

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re patent of : PRISANT

Serial number : 10/694389

Filed



ATTY Ref: 233-106

For : METHOD AND SYSTEM FOR REMOTE PURCHASE PAYMENT

Sir

DECLARATION OF ELI DAHAN


I, Eli Dahan declare and say of my own personal knowledge and belief:

1. THAT I was the managing Director of Hello-Tech Technologies LTD. having offices at 3 Hachilazon St. Ramat Gan 52522 Israel until April 2004 and authorized to act in behalf of Hello Tech Technologies in this matter. I was a managing director of Eltech M.A.D. LTD.
2. THAT the last known address of Mr. Shimon Prisant is 25 Ha'Agur POB 5591 Casaria 38900 Israel.
3. THAT the last known address of Israwash LTD is 25 Ha'Agur POB 5591 Casaria 38900 Israel.
4. THAT Mr. Shimon Prisant and Israwash were obliged to transfer all rights in the U.S. national phase of PCT patent application number PCT/IL00/00331.
5. THAT at May 7 2000 Eltech M.A.D. LTD. and Israwash Ltd. signed a partnership agreement and that according to this agreement Israwash was obliged to transfer all rights in said patent application to Hello-Tech Technologies. . A true copy of the Hebrew agreement and a translated copy of the agreement are attached as appendix A.
6. THAT at December 14 2000 Israwash Ltd. assigned its rights in Israel Patent 130505 (from which PCT application PCT/IL00/0331 originated) to Hello Tech Technologies. A true copy of the Hebrew agreement and the translated agreement are attached as appendix B.
7. THAT at December 2002 Israwash signed an irrevocable power of attorney assigning Attorneys David Blum and/or Ariel Popper to sign, transfer any right and to act in behalf of Israwash Ltd. in relation to Israeli Patent application 130505 and to any foreign patent. A true copy of the power of attorney and a translated power of attorney are attached as appendix C.
8. THAT during 2002-2004 diligent efforts were made to obtain the cooperation and participation of the inventor Mr. Shimon Prisant in this application but he refused to cooperate and/or participate.
9. THAT since April 2002 Jean Levy from the law office of S.T. Colb called Mr. Prisant that informed her that he refused to sign any document, and Adv. Steven Kantor sent letters, during 200 and 2004 requesting Mr. Prisant to sign documents relating to the U.S. patent application but were refused. The declaration of Mrs, Jean Levy was submitted to the United States Patent Office during a previous petition. Copies of the letters sent by Adv. Steven

- Kantor and a translated copy of the letters are attached as appendix D. An original copy as well as a translation of the messages provided by the Israeli Post Office relating to the refusal of Mr. Prisant to collect the registered letters sent to him by Adv. Kantor are attached as appendix E.
10. THAT Hello-Tech Technology is obliged to assign all rights in this U.S. patent application to Teltry Systems Limited.
11. THAT, I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful statements may jeopardize the validity of the application or any patent issued thereon.

6 Jan. 2005

Date



Eli Dahan

## APPENDIX A TO DAHAN DECLARATION

הסכם

נערך ונחתם ביום 7 לחודש 5 2000

לכיד: אלטק מ.א.ד. בע"מ ח.ב. 512935651

מרחוב הבונים 4 רמת גן

(להלן: "אלטק")

לכיד: ישראל אישור בע"מ ח.ב. 511699523

מת.ד. 5591 קיסריה

(להלן: "ישראל")

והואיל: וישראל מצהירה, הנה בעלת הזכויות וכן כי הגישה בקשה לרישום פטנט, בענין אמצעי שליטה ובקרה באמצעות מכשיר הטלפון הסלולרי ואז קווי אצל רשת הטלפונים, וכי אין נעשה להעברת כלל הזכויות ברישום הפטנט (להלן: הפטנט).

עותק מבקשה לרישום פטנט מצורף לתצהירי זה בחלק בלתי נפרד הימנו, נספח א' להסכם.

והואיל: והצדדים מבקשים לשתף פעולה, לצורך פיתוח הפטנט, וכן שווק ומכירת המוצר.

והואיל: והצדדים מבקשים להפוך לשותפים עסקיים במסגרת תורה אשר חוקם על ידם.

ISRAELI SH Ltd.

אלטק מ.א.ד. בע"מ  
ELTECH M.A.D. LTD

והואיל: הצדדים מבקשים להסדיר את כלל התקשרותם, הצהרותיהם, התחייבותיהם והסכמותיהם בהסכם.

והואיל: וישראל מצהירה כי התקשרה בעבר בהתקשרויות, בעניין הפנסה, עם חברת אימאל קת בע"מ, ועם ה"ה ז'ק אמריאל, וכי מכלול נסיבות התקשרות זו הוצגו בפני אלסק, וכי העמקי כתבי התקשרות הוצגו במלואם על ידי ישראל בפני אלסק.

### לפיכך הותמה הוצעה ההוסכם בין הצדדים כדלהמן:

כללי

1. התבוא להסכם יהווה חלק בלתי נפרד הימני ויקרא כסעיף מסעיפיו.
2. כוונות הביניים הנן לצורך עזר בלבד, ואינן מהוות כלי לפרשנות ההסכם.

### מבנה החברה והקמתה

3.1.1 הצדדים מסכימים כי ינהלו את עסקיהם, כמפורט בהסכם זה, במסגרת חברה אשר ויקרא מיד לאחר כריתת הסכם זה.

3.1.2 הצדדים מסכימים, כי מיד לאחר כריתת הסכם זה יגישו לרשם החברות בקשה לרישום חברה, חקנון חברה, וכן הצהרת דירקטורים ראשונים, חאת בנוסח המצורף להסכם זה כנוסח ב' להסכם.

ISRASH Ltd.

אלסק מא.ד. בע"מ  
ELTASH M.A.D. LTD



5. בעל מניות לא יוכל להעביר מניותיו אלא אם כן יציע את מניות, קודם לכן, לבעלי המניות האחרים, בצירוף המהיר הנדרש עבור המניות, ובעלי המניות יוכלו לרכוש את המניות, חוך 30 יום מיום ההצעה.
6. לא רכשו בעלי המניות את מניות המציע חוך 30 יום מיום ההצעה, יוכל בעל המניות למכור את מניותיו לאחר, ובלבד ששווי המכירה לא יפחת משווי ההצעה לבעלי המניות.
7. בעלי המניות הניצעים, יוכלו לרכוש את המניות על יסוד המרבה במזר, ובמידה וימצאו מספר בעלי המניות המציעים מחיר זהה, יוכלו הצדדים לבצע התמכרות ו/או לחלק את המניות המצעות בין בעלי המניות המציעים.
8. הוראות הסכם זה והתקנון, בדבר חיוב בעלי המניות בזכות קדימה בעת העברת המניות, לא תחול על העברת עד 20 מניות רגילות של החברה, באופן חד פעמי, על ידי מייסדי החברה ובעלי מניותיה הראשונים, לרבות מר שחר בלקינד, אשר זכויותיו יפורטו להלן, ובמידה ואחרו כמניות החברה.
9. קביעות בדבר מדיניות החברה והתוויית דרכה, יקבעו באסיפות דירקטוריון אשר יקבעו מעת לעת, ולכל הפחות פעם בחודש.
10. העברת מניות ו/או הקצאת מניות ו/או שינוי סוגי מניות ו/או שינוי במבנה הון של החברה, יותנו בהסכמת האסיפה הכללית, אשר תתקבל ברוב של מחזיקי הון החברה באותה העת.
11. העברת מניות תראה אף העברה כפויה על דרך הורשה ו/או מכר על ידי נאמן, כונס נכסים ו/או מפרק, וכן כל צורה אחרת של העברה.
12. חברי האסיפה הכללית יוכלו להצביע באמצעות ביופי כוח, ובלבד שיציגו ייפוי כוח בכתב.

ISRAEL WASH LTD

אלטק מ.א.ד. בע"מ  
ELTECH M.A.D. LTD



13. הצדדים מסכימים כי מכלול ניהולה של החברה ירא ברשות אלטק בלבד, אשר תבצע את כלל הנהל לצורך נהל נכון, מקצועי ויעיל של החברה, ואשר העשה הכל לצורך קידום עסקי החברה, ולפאר בעלי המניות בהברה לא תהא כל זכות להתערב ו/או לפגוע בניהול והחלטה והשוטף של החברה אלא בהחלטה אשר התקבל ברוב זעוה באסיפה כללית של החברה.

14. הצדדים מסכימים כי כל פטנס, מדגם ו/או כל זכות קניין אחרת אשר תעמד לרשות החברה ו/או לזכותה ו/או אשר חפותה על ידי החברה במהלך עסקיה, תראה כרכוש החברה, והעלי המניות יעשו כל אשר ידרש לצורך הישום כלל הזכויות על שם החברה בכל מרשם המנהל על פי דין ו/או כל מרשם אחר.

15. הצדדים מסכימים כי מורשי חתימת החברה יהיו שני נציגים מטעם אלטק, או נציג מטעם אלטק יחד עם נציג אחד מטעם ישראל ו/או כל אחד מבעלי המניות הנוספים לחברה (דהיינו, לא תתקבל כל הרשאה חתימה כל עוד איננה נושאת, לכל הפחות חתימה אחת של אלטק).

16. הצדדים מסכימים כי החברה תנהל עסקים ותפתח חשבון בנק לפי החלטות אשר יתקבלו על ידי אלטק בלבד.

17. הצדדים מסכימים כי רואה החשבון של החברה ויועצה המספכי יהיו מוסכמים מראש על ידי אלטק בלבד.

18. מוסכם כי כל החלטה בדבר גיוס עובדים תחייב הסכמה מראש של אלטק וישראל, אך העסקת מנכ"ל תהא לפי שיקול דעתה הבלעדי של אלטק בלבד.

19. הצדדים מסכימים כי יפעלו בתום לב, בשיתוף פעולה, תוך גיוהל עסקי החברה בדרך אשר תביא לשגשוגה והצלחתה.

20. הוראה סעיפים 4,13,15,16,17,18 להסכם יעמדו בתקטן אלא אם כן הוחלט אחרת על ידי אלטק, או אלטק העבירה את מלוא זכויותיה בחברה.

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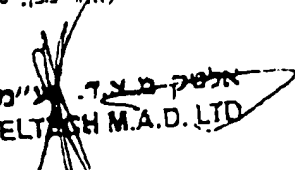
מימון והלוואות בעלים

- 4.1. מוסכם כי אלטק תעמיד לרשות החברה הלוואת בעלים עד לסך \$ 50,000 ארה"ב, אשר תהיה לקופת החברה, לפי הצורך, ולצורך מימון פעילותה השוטפת של החברה.
- 4.2. מוסכם כי במידה וידרש הון נוסף לצורך המשך מימון פעילותה של החברה, תאחז לאחזקת אלטק העמידה את הלוואות ובעלים המפורטת לעיל, יעמידו בעלי המניות לרשות החברה הלוואות בעלים נוספות, כפי שיידרש, וזאת כאשר חלקו של כל בעל מניות והלוואות הנעלים הנוספות, יהיה כפי חלקו בהון המניות של החברה.
- 4.3. לא יוכל בעל מניות להעמיד הלוואות בעלים נוספות, ובעלי המניות האחרים יעמידו הלוואות בעלים, יבואו הצדדים לכדי הסכמה, קודם להעמדת הלוואות הבעלים, בדבר דילול חלקו של בעל המניות אשר אינו מעמיד הלוואות בעלים, למול חלקם של בעלי המניות אשר יעמידו.
- 4.4. מוסכם כי קבלת החלטה בדבר גיוס הון מגורמי מימון, מגורמים זרים לחברה, וכן גיוס הון מהציבור, יחייבו הסכמה מראש של רוב חברי הדירקטוריון.
- 5.5. מוסכם כי במידה ואלטק תפעל ותהווה גורם יעיל אשר יביא להשקעה חיצונית נוספת בחברה, ובכך תעולה על שווי הלוואות הבעלים של אלטק, במפורט בסעיף 6.2, לעיל, תהא אלטק כטורה מהעמדת יתרת הלוואות הבעלים האמורה, כפי שתעמוד היחידה במיעד העמדת ההשקעה בקופת החברה.

חלוקת רווחים

- 5.1. מוסכם כי עם קבלת רווחים לקופת החברה, יחולקו הרווחים כך ששליש מרווחי החברה יעמדו לצורך חזר הלוואות בעלים, כאשר סדר החזר הלוואות הבעלים יהא כדלקמן:
- 5.2. הלוואת אלטק המפורטת בסעיף 4.1. לעיל תוחזר ראשונה, ואילו הלוואות בעלים אחרות יחזרו לאחר מכן. שליש יושקע כהון חוזר לחברה, ושליש יועמד לצורך חלוקת רווחים.


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5.3. על אף האמור לעיל, במידה ותגייס החברה הן מגורמי מימון, כהלוואות ודמינות, אך לא הלוואות בעלים, יעמדו מלוא הרווחים הראשונים אשר יתקבלו לרשות החברה לצורך החזר הלוואות אלו.

5.4. אין באמור בסעיף 5.1. לעיל כדי למנוע או לגרוע מכוח הדירקטוריון להחליט, ברוב דעות, אידות חלוקה אחרת של רווחי החברה.

### הצעת מניחה לשחרר

6.1. מוצעה ומוטבס, כי מיד לאחר כריחת הסכם זה, יציעו הצדדים למד שחרר בלקיו ת.א. (להלן: "שחרר") לקבל את מניות החברה, כפי שיפורט להלן, וזאת ללא כל תמורה כספית, וברפוף לקיום התחייבותיו כפי שיפורט להלן:

6.2. הצדדים יציעו לשחרר לקבל ממניותיהם כאשר כל צד יעביר לשחרר מניות במספר אשר יפורט להלן:

1. אלטק מעביר לשחרר 26 מניות רגילות של החברה.

2. ישרא מעביר לשחרר 25 מניות רגילות של החברה.

6.3. שחרר יהא זכאי לקבל את ההצעה וליישמה, בכפוף לקיום התחייבותיו, וחתימה על הצהרות והסכמות אודות המפורט להלן:

6.4. שחרר יצהיר ויתחייב כי חזק הסכם זה מקדבל עליו, וכי רגו מחוייב להסכם זה על מכלול תנאיו באחר הצדדים המקוריים להסכם.

6.5. שחרר יצהיר כי אין כל מניעה להחששותו ולהתקשרות החברה בהסכם, בין מנח תקנון החברה המוצע ובין מכה התחייבות שחרר או החברה כלפי צדדים שלישיים.

6.6. שחרר ימציא לרשות החברה את מלוא התוכנה החומרה והציוד אשר פותחו במסגרת יישום המימון ושחרר, ורכוש זה יהפוך לרכושיה הבלעדי של החברה.

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6.7 שחר יצהיר כי יבצע את הפעולות אשר יוטלו עליו, לצורך קידום עסקיה של החברה, וזאת כפי שיוטלו עליו על ידי מנהלי החברה, ויתרום במיטב יכולתו חמנו לקידום פעילות החברה ועסקיה ולקידום ענייניה.

6.8 שחר יצהיר כי לא נוקטו בחובתו ואו בחומרה או בבקשה לרישום פטנט כל זכויות לצד שלישי שהוא, וכי ניתן להעביר את הבקשה לרישום פטנט על שם החברה, וכן את החומרה והתוכנה לרשות החברה.

6.9 שחר ימסור לרשות כלל הצדדים את הסכמתו הכתובה והמפורשת של זק אמיאל לחתום הסכם זה, ואת הסכמתו והיעדר התנגדותו של זק להחקשרות הצדדים בהסכם זה.

6.10 לא ימציא שחר את הגדרש בסעיפים 8.5, 8.8, להסכם, במועד ובצורה מלאה, חזת עד ולא יאחר מעשרה ימים מיום כריתת הסכם זה, חזת בטלה ההצעה אשר ניתנת לשחר, ומניות הצדדים ישארו ברשות הצדדים.

6.11 להבטחת קיום התחייבויות הצדדים כלפי שחר, יופקדו בידיו הנאמנות של עו"ד כופר אריאל שטרי העברת מניות, המצורפים כנסמך ג' להסכם, ואשר ישמשו לצורך העברת המניות.

6.12 הנאמן יהא חייב להעביר את המניות, ללא כל שיקול דעת, לאחר שקיבל הודעה מתאימה וזאת אלטק וישראל גם יחד.

#### הצהרות והתחייבויות ישראל

7.1 ישראל מצהירה כי אין כל מניעה מבחינתה להתקשר בהתקשרות בהתאם להסכם זה, בין מבח הוראות תקנונה ובין מבח כל התחייבות אחרת כלפי כל צד שלישי שהוא.

7.2 ישראל מתחייבת לקבל את המניות אשר יוקצו לה בחברה, ולפעול לרישום המניות על שמה, ולקיום חלקה בהתאם להסכם זה.

7.3 ישראל מתחייבת לפעול מיידית לאחר כריתת הסכם זה לרישום מלוא הזכויות בבקשה לו רישום פטנט על שם החברה, וישראל מצהירה בזאת כי כלל הזכויות בבקשה לרישום פטנט הנן על שמה,

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זכויות אלו אינן מעוקלות משועבדות ולא הזקט בהן כל זכויות צד שלישי אחרות, וכי אין כל מניעה על פי הסכם ואי על פי דין להעברת מלא הזכויות בפטנט על שם החברה.

7.4. החברה תישא בכלל המיסים אשר יידרשו ואשר יוטלו על ישראל בעקבות העברת הבקשה לרישום פטנט על שם החברה, ובלבד שישראל תמכור לחברה הודעה מספקת מראש אודות המיסים הנדרשים, ותעביר לטיפול החברה כל משא ומתן או דיה בדבר צמצום נזול ומיני.

7.5. ישראל מתחייבת, כי תפידה והדבר יידרש, תסייע ותתרום מזמנה לקידום עסקי החברה ולפיתוח עסקיה.

#### החייבות והתחייבות אלטק

8.1. אלטק מצהירה כי אין כל מניעה מבחינתה להתקשר בהתקשרות בהתאם להסכם זה בין מכת הוראות תקנונה ובין מכת כל התחייבות אחרת כלפי כל צד שלישי שהוא.

8.2. אלטק מתחייבת לקבל את המניות אשר יוקצו לה על ידי החברה, ולפעול לרישום המניות על שמה.

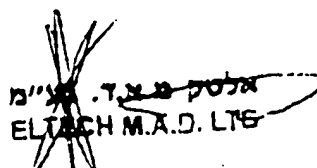
8.3. אלטק מתחייבת ליתן לחברה שירותי ניהול וייעוץ, אשר יביאו לקידום עסקיה של החברה, תחת בצורה טובה מקצועית ואיכותית ככל הניתן.

8.4. אלטק מצהירה ומתחייבת להעמיד את מלוא כוח האדם הידע והיכולות הנדרשים לצורך קיום חלקה בהתאם להוראות ההסכם, ובכלל זאת אלטק מתחייבת ומצהירה כי בדידה כוח האדם הידע והיכולות המתאימות לקיום חלקה בהתאם להוראות ההסכם.

#### אי תחרות וסודיות

9.1. הצדדים להסכם זה לא יתחרו, בין במשך ובין בעקיפין, בעסקי החברה, ולא יפעלו בכל דרך אשר יהא בה משום ניגוד אינטרסים עם עסקי החברה.

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9.2 ידוע לעדדים כי אלסק עוסקת בהשקעות נוספות בתחומי הטכנולוגיה, וכי כל עיסוק של אלסק מתחומי האינטרנט לא יראה כביעוד אינטרסים עם עיסוקי התבררה.

9.3 כל צד להסכם ישמור בסודיות מירבית את כלל המידע הידיעות החוזנים אשר יתקבלו לידו במסגרת ההתקשרות בהתאם להוראות הסכם זה.

9.4. אין באמור בסעיף זה כדי לגרוע או לפגוע מהתחייבויות הצדדים לפעול בתום לב ובהתאמה  
האחר כלפי השני.

התלשדות עם אימאג' קרב

10.1. הצדדים מצהירים כי ידוע להם כי ישראל ואו בעלי מעמיה של ישראל התקשרו בהתקשרות שונות בקשר עם הבקשה לרישום המסגס, יחד עם חברת אימאג' קום בע"מ, וכי חלק מהוראות המסגס זה עומדת בחשש לניגוד עניינים עם התקשרות ישראל עם אימאג' קום בע"מ.

10.2. הצדדים מסכימים, כי במידה ואימאג' קום בע"מ, תעמוד על קיום הסכמי העבר כלפיה, ואז במידה וישרא או התברה יתבעו על ידי אימאג' קום בע"מ, בכל תביעה שהוא, יעשה הצדדים, במשותף, מאמץ להסדר התביעה בפשרה, אשר תהא על דרך שיחופה של אימאג' קום בע"מ בחברה, והקצאת מניות לאימאג' קום בע"מ, כפי שיוסכם ועל דעה אלטק ובהסכמתה.

10.3 במידה וידעצו מניות לאימאג' קדם בע"מ, זאת לאור הסדר כאמור בסעיף 12.2. לעיל, ייחללו אחזקות כלל בעלי המניות בחברה, עם הקצאת המניות, זאת באופן שווה, ויחסי לשיעור האחזקות קודם להקצאת המניות.

10.4. נוסף על האמור לעיל, ישרא מתחייבת כי כעלי מניחיה, ייפעלו, תוך 7 ימים מיום כריית הסכם זה, להגשת חביעה משפטית לבית המשפט, בדרישה למתן סעד הצהרתי אשר יורה כי כלל ההסכמים אשר נחקלו בעבר עם אימאג' קום בע"מ בסליט ומכטולים.

10.5. לא תחבקל הבעיתה של ישראל, ויקבע כי ישנו חוקף כלשהוא להסכם אשר בין אימאג' קוב לבין ישראל ו/או בעלי מניותה, יהיו רשאים כלל הצדדים להסכם להביא לביסול הסכם זה, בהודעה אשר תמסר תוך 14 יום מיום שינתן פסק דין בחובענה, וזאת למעט המקרה בו, כונצאה בהתביעה, יושג הסכם הקצאת מניות עם אימאג' קום בע"מ<sup>12.2</sup>. 12.3. לעיל.

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החברה תישא בהוצאות התביעה, למעט הוצאות אשר ייפסקו בבית המשפט, במידה וייפסקו.

### הסכמים מאוחרים או קודמים

- 11.1. הסכם זה מבטל כל הסכמה קודמת אשר הייתה בין הצדדים, בין בכתב ובין בעל פה, ותחל נמועד כריחת הסכם זה ימצא ההסכם את מלוא הסכמות הצדדים.
- 11.2. כל שינוי או תיקון מתנאי הסכם זה יהיו ברי-חוקף אך אם נעשו בכתב וניתנה עליהם הסכמת ז'ק אלטק וישרא כולם כאחד.

### שינוי

- 12.1. צד להסכם זה אשר הצטרף יתגלו כבלתי בטוחות או מדויקות, ו/או אשר ייכר את ההסכם, ישפה ויפצה את הצדדים ואחרים להסכם על מכלול הנזקים וההפסדים אשר ייגרמו להם כתוצאה ממצגי השווא ו/או כתוצאה מהפרת ההסכם.
- 12.2. מיסכם ומצהר, כי היה והחברה ו/או אלטק יתבעו על ידי גורם שלישי כשלהוא (למעט אימאג' קום בע"מ), לזכויות בבקשה לרישום הפטנט ו/או בסענות כלשהן אשר ייפגעו ביטול והעדרה ו/או אלטק לנצל את הבקשה לרישום פטנט ו/או הפטנט הפטנט אשר ירשם מכוה ו/או להרוזות דימנו, ישנו הצדדים ואחרים את החברה ו/או את אלטק, לפי העניין, על כל נזק הפסד או נזק אחר אשר תגרם, לרבות הוצאות משפטיות אשר תוציא החברה על מנת להתגות מפני התביעה.
- 12.3. על הוראות והסכם זה יחולו הוראות חוק החוזים (תרופות בשל הפרת חוזה)

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תאריך

13.1 הצדדים מסכימים כי כתובותיהם ייראו ככתובות המפורשות בכתובת ההסכם, וכי כל הודעה אשר תשלח אל מי מהצדדים בדואר רשום, תראה כנמסרת תוך 72 שעות מרגע משלוחה בדואר רשום.

### סמכות

14.1 כל סכסוך אשר יתגלה בין הצדדים להסכם, יידון בפני כב' בית הדין הפסד המוסמך לכך בחל אביב יפו, ובעיר זאת בלבד.

### ולראיה באו הצדדים על התנאים

אלטק מ.א.ד. בע"מ  
ELTECH M.A.D. LTD  
אלטק

ASHA WASH LTD  
ישראל

1263-1-6



## Agreement

Made and entered into on the 7<sup>th</sup> day of May 2000

Between: **Eltech M.A.D. Ltd., Private Company No. 512935651**  
Of 4 Habonim St., Ramat Gan

(hereinafter: "**Eltech**")

And: **Israwash Ltd., Private Company No. 511699522**  
Of P.O. Box 5591, Caesarea

(hereinafter: "**Isra**")

Whereas: Isra declares that it is the holder of the rights and that it has submitted an application for registration of a patent regarding means of control and supervision by way of a cellular and/or landline telephone handset with the Registrar of Patents, and that there is nothing to prevent the transfer of all rights in the registration of the patent (hereinafter: the "Patent");

A copy of the application for registration of the Patent is attached to this my affidavit [sic] as an integral part thereof, Annex A to this Agreement; and

Whereas: The Parties seek to cooperate in order to develop the Patent, and to market and sell the product; and

Whereas: The Parties wish to become business partners within the context of a company that is to be incorporated by them; and

Whereas: The Parties wish to settle all of the contracts, declarations, undertakings and agreements in the context of this Agreement; and

Whereas: Isra declares that it has, in the past, entered into contracts regarding the Patent, with Image Com Ltd. and with Mr. Jacques Amoyal, and that the circumstances of that contract have been set out before Eltech, and that copies of the documents comprising that contract have been set out by Isra to Eltech, in full.



**Therefore, it is stipulated, declared and agreed between the Parties as follows:**

**General**

1. The Preamble to this Agreement shall constitute an integral part hereof and shall be read as a clause hereof.
2. Headings to clauses are for the purpose of assistance alone, and shall not be used as a tool for the interpretation of this Agreement.

**Structure and Incorporation of Company**

- 3.1.1 The Parties agree that they shall run their business, as set out in this Agreement, within the context of a company which shall be incorporated immediately upon execution of this Agreement.
- 3.1.2 The Parties agree that immediately upon execution of this Agreement, they shall submit an application for registration of the company, the articles of association of the company and a declaration by the initial directors, to the Registrar of Companies, in the form attached hereto as Annex B to this Agreement.
- 3.1.3 Without derogating from the provisions of Annex B to this Agreement, the Parties agree and declare that the following shares shall be allotted to the Parties from out of the registered share capital of the company, being 40,000 ordinary shares of NIS 1.00 each:
  1. 124 shares in the company shall be allotted to Eltech.
  2. 76 ordinary shares in the company shall be allotted to Isra.
- 3.1.4 It is agreed that the name of the company shall be Hello Technologies Ltd., or such other name as may be approved by the Registrar of Companies, and which shall be agreed upon by the Parties.
- 3.1.5 The Parties undertake to execute any document that may be required for the purpose of incorporating the company, and for the purpose of giving effect to the provisions of this Agreement in the articles of association of the company, and in resolutions of the general meeting of the company, which shall be reported immediately upon incorporation of the company.
- 3.1.6 It is agreed that the following resolutions shall, *inter alia*, be passed in the articles of association of the company, and in the resolutions of the general meeting:

1. The board of directors of the company shall number no less than two directors and no more than nine directors, so long as the articles of association of the company are not amended, changed or updated.

The directors of the company shall not be entitled to any remuneration for acting as directors.

2. The right to appoint a director to the company shall be in respect of a holding of more than 40 shares, and the holding of any 40 ordinary shares in the company shall confer the right to appoint one director to the company, a person holding less than 40 ordinary shares in the company shall not be entitled to appoint a director on his behalf.

3. Should the number of issued shares give rise to [the possibility of] appointment of more than nine directors to the company, the appointment of directors to the board of directors of the company shall be proportionate to the rate of holding of shares of the company, based on an index to be resolved by the board of directors of the company.

4. The chairman of the board of directors shall be the director appointed by Eltech.

5. A shareholder shall not be entitled to transfer his shares unless he offers them, first of all, to the other shareholders, together with the price requested for the shares, and the shareholders may purchase the shares within 30 days of the date of such offer.

6. Where the shareholders do not purchase the shares within 30 days of the date of the offer, the shareholder may sell his shares to any other person, provided that the value of the sale is no less than the value of the offer to the shareholders.

7. The offeree shareholders may purchase the shares based on the highest price offer, and in the event that a number of shareholders offer the same price, the Parties may enter into negotiations and/or distribute the shares on offer amongst the offeree shareholders.

8. The provisions of this Agreement and the articles of association regarding the shareholders' being obliged to give a preferential right on the transfer of the shares shall not apply to a one-time transfer of up to 20 ordinary shares in the company, by the founders of the company and the initial shareholders, including Mr. Shachar Belkind, whose rights shall be set out below, should he hold shares in the company.

9. Determinations regarding the company's policies and the direction it shall take shall be made at meetings of the board of directors, which shall be held from time to time, and at the least, once a month.

10. Transfer of shares and/or issue of shares and/or alteration of classes of shares and/or alteration of the structure of the capital of the company

shall require the consent of the general meeting, which shall be given by the majority of the holders of the capital of the company at the relevant time.

11. Forced transfer of shares by way of inheritance and/or sale by a trustee, receiver and/or liquidator, and any other form of transfer of shares, shall be deemed to be a transfer of shares.
12. Members of the general meeting may vote by way of power of attorney, conditional upon presentation of a power of attorney in writing.
13. The Parties agree that the entire management of the company shall be controlled by Eltech alone, which shall do all things necessary for the purpose of proper, professional and efficient management of the company, and which shall do all things necessary for the purpose of promoting the business of the company, and the rest of the shareholders of the company shall not have any right to intervene and/or harm the proper and ongoing management of the company other than by resolution to be passed by a majority at the general meeting of the company.
14. The Parties agree that any patent, design and/or any other intellectual property right which may become available to the company and/or to which it may have title and/or which may be developed by the company during the course of its business shall be deemed to be property of the company, and the shareholders shall do everything required for the purpose of registration of all of the rights in the name of the company on any register kept in accordance with the law and/or any other register.
15. The Parties agree that the authorized signatories for the company shall be two representatives for Eltech, or a representative for Eltech together with a representative for Isra and/or any other of the additional shareholders of the company (i.e., no signature shall be permitted which does not contain at least one signature by Eltech).
16. The Parties agree that the company shall run a business and shall open a bank account in accordance with such resolutions as may be passed by Eltech alone.
17. The Parties agree that the company's accountant and legal counsel shall be agreed upon in advance by Eltech alone.
18. It is agreed that any resolution regarding recruitment of employees shall require the prior consent of Eltech and Isra, but the hiring of a general manager shall be at the exclusive discretion of Eltech alone.

19. The Parties agree that they shall act in good faith, in cooperation, and shall exploit the company's business in such a way as to bring about its success and prosperity.
20. The provisions of Clauses 4, 13, 15, 16, 17, 18 of this Agreement shall remain in force unless otherwise resolved by Eltech, or unless Eltech transfers all of its rights in the company.

#### Financing and Shareholders' Loans

- 4.1 It is agreed that Eltech shall provide the company with a shareholders' loan up to US \$ 50,000 which shall be made available to the company as necessary, for the purpose of financing the company's ongoing operations.
- 4.2 It is agreed that in the event that additional capital is required for the purpose of continued financing of the company's operations, after Eltech has provided the shareholders' loan set out above, the other shareholders shall provide the company with additional shareholders' loans, each shareholder's portion of the additional shareholders' loans shall correspond to their portion of the share capital of the company.
- 4.3 Where a shareholder is unable to provide additional shareholders' loans, and where the other shareholders provide shareholders' loans, the Parties shall come to an agreement, prior to the provision of shareholders' loans, regarding dilution of the portion of those shareholders which are unable to provide the shareholders' loans, with respect to the portions of those shareholders which do so provide.
- 4.4 It is agreed that passing of a resolution regarding the raising of funds from financiers, foreign to the company, and from the public, shall require the prior consent of the majority of the members of the board of directors.
- 4.5 It is agreed that in the event that Eltech acts as and constitutes an efficient body which brings about additional external investment in the company, in a sum of more than the value of the Eltech's shareholder's loan, as set out in Clause 6.2 above, Eltech shall be exempt from providing the remainder of such shareholder's loan, whatever such remainder shall be on the date of provision of the investment in the company.

#### Distribution of Profits

- 5.1 It is agreed that upon receipt of profits into the company, the profits shall be distributed in such a way that one third of the profits of the company shall be made available for the purpose of repayment of the shareholders' loans, the order of repayment of the loans being as follows:
- 5.2 Eltech's loan, as set out in Clause 4.1 above, shall be repaid first, whilst the other shareholders' loans shall be repaid thereafter. One third shall be

invested in the operating capital of the company, and one third shall be made available for the purpose of distribution of profits.

- 5.3 Notwithstanding the aforesaid, in the event that the company raises funds from financiers by way of external loans, but not by shareholders' loans, the entire initial profits made by the company shall be made available for the purpose of refund of such loans.
- 5.4 The provisions of Clause 5.1 above shall not prevent or derogate from the power of the board of directors to resolve, by majority, as to any other distribution of the profits of the company.

#### Offer of Shares to Shachar

- 6.1 It is declared and agreed that immediately upon execution of this Agreement, the Parties shall offer Mr. Shachar Belkind, I.D. No. \_\_\_\_\_ (hereinafter: "Shachar") to take shares in the company, as set out below, for no monetary consideration, and subject to the fulfillment of his undertakings as set out below:
- 6.2 The Parties shall offer Shachar to take their shares, each Parry transferring shares to Shachar in the sums set out below:
  - 1. Eltech shall transfer 26 ordinary shares in the company to Shachar.
  - 2. Isra shall transfer 25 ordinary shares in the company to Shachar.
- 6.3 Shachar shall be entitled to accept and implement the offer, subject to fulfillment of the undertakings, and execution of declarations and agreements regarding the following;
- 6.4 Shachar shall declare and undertake that the contents of this Agreement are acceptable to him, and that he is bound to this Agreement, including all of the conditions thereof, as one of the original parties to it.
- 6.5 Shachar shall declare that there is nothing to prevent him or the company from entering into an agreement, either under the provisions of the proposed articles of association of the company or by virtue of undertakings by Shachar or the company towards third parties.
- 6.6 Shachar shall provide the company with all of the software, hardware and equipment developed as part of implementation of the Patent, and Shachar [sic?], and such property shall become the exclusive property of the company.
- 6.7 Shachar shall declare that he shall effect the acts imposed upon him for the purpose of promotion of the business of the company, as may be imposed upon him by the directors of the company, and shall contribute the best of his endeavors and time towards the promotion of the company's operations and business, and its interests.

- 6.8 Shachar shall declare that no rights have been conferred on any third parties in the software and/or hardware or in the application for the registration of the Patent, and that the application for registration of the Patent may be transferred into the company's name, and that the software and the hardware may be transferred to the company.
- 6.9 Shachar shall provide all of the Parties with the written and express consent of Jacques Amoyal to the content of this Agreement, and the agreement and lack of objection of Jacques to the entry by the Parties into this Agreement.
- 6.10 Should Shachar fail to provide what is required under Clauses 8.5 and 8.8 of this Agreement, on time and in full, by no later than ten days after the date of execution of this Agreement, the offer made to Shachar shall be void, and the Parties' shares shall remain in the Parties' possession.
- 6.11 In assurance of the fulfillment of the Parties' undertakings towards Shachar, deeds of transfer of shares, attached as Annex C to this Agreement, to be used for the purpose of transfer of the shares, shall be deposited with Adv. Ariel Popper in trust.
- 6.12 The trustee shall be required to transfer the shares, without any discretion, after receiving appropriate notice from both Eltech and Isra.

#### Declarations and Undertakings of Isra

- 7.1 Isra declares that there is nothing to prevent it from entering into this Agreement, either under the provisions of its articles of association or by virtue of any other obligation to any third party whatsoever.
- 7.2 Isra undertakes to take the shares allotted to it in the company, and to act to register the shares in its name, and to fulfill its part of this Agreement in accordance with this Agreement.
- 7.3 Isra undertakes to act immediately after execution of this Agreement to register all of the rights in the application for registration of the Patent in the name of the company, and Isra hereby declares that all of the rights in the application for registration of the Patent are in its name, that such rights are not subject to any lien or charge and that no other third party rights have been granted in respect of them, and that there is nothing in any agreement and/or law to prevent the transfer of all of the rights in the Patent into the name of the company.
- 7.4 The company shall bear all of the taxes required and imposed upon Isra as a result of the transfer, the application for registration of the Patent in the company's name, provided that Isra provides the company with sufficient notice in advance as to the required taxes, and allows the company to deal with any negotiations or transaction regarding reduction of tax obligations.

- 7.5 Isra undertakes that if necessary, it shall assist and contribute its time for the promotion and the development of the company's business.

#### Clarifications and Undertakings by Eltech

- 8.1 Eltech declares that there is nothing to prevent it from entering into this Agreement, either under the provisions of its articles of association or by virtue of any other obligation to any third party whatsoever.
- 8.2 Eltech undertakes to take the shares allotted to it by the company and to act to register such shares in its name.
- 8.3 Eltech undertakes to provide the company with administration and consultancy services, to assist in the promotion of the company's business, in the best, most professional and highest quality manner possible.
- 8.4 Eltech declares and undertakes to provide all of the human resources, know-how and capacity required for the purpose of fulfilling its part in accordance with the provisions of this Agreement, and in particular, Eltech undertakes and declares that it has the appropriate human resources, the know-how and the capacity for fulfilling its part under the provisions of this Agreement.

#### Non-Competition and Confidentiality

- 9.1 The Parties to this Agreement shall not compete, directly or indirectly, in the business of the company, and shall not operate in any way which might constitute a conflict of interests with the business of the company.
- 9.2 The Parties are aware that Eltech deals in other investments in the fields of technology, and that no dealing by Eltech in the fields of internet shall be deemed to be a conflict of interests with the business of the company.
- 9.3 Each Party to this Agreement shall maintain maximum confidentiality with respect to all of the information and data received by it under the provisions of this Agreement.
- 9.4 The provisions of this clause shall not derogate from or harm the undertakings of the Parties to act in good faith and with trust towards one another.

#### Contract with Image Com

- 10.1 The Parties declare that they are aware that Isra and/or Isra's shareholders have entered into various contracts regarding the application for registration of



the Patent, together with Image Com Ltd., and that some of the provisions of this Agreement are under suspicion of a conflict of interests with Isra's contract with Image Com Ltd.

- 10.2 The Parties agree that in the event that Image Com Ltd. demands upon performance of past agreements in its favor and/or in the event that Isra or the company are sued by Image Com Ltd., under any suit whatsoever, the Parties shall, jointly, make efforts to settle the claim, which shall be by way of bringing Image Com Ltd. in as a partner in the company, and allotment of shares to Image Com Ltd., as shall be agreed, and with Eltech's knowledge and consent.
- 10.3 In the event that shares are allotted to Image Com Ltd., in light of the arrangement set out in Clause 12.2 above, the holdings of all the shareholders in the company shall be diluted upon allotment of the shares, equally and in proportion to the rate of holdings prior to allotment of the shares.
- 10.4 In addition to the aforesaid, Isra undertakes that its shareholders shall act within 7 days of the date of execution of this Agreement, to file a lawsuit with the court, demanding declaratory relief that orders that all of the agreements made in the past with Image Com Ltd. are null and void.
- 10.5 Should Isra's claim not be upheld, and should it be held that the agreement between Image Com and Isra and/or its shareholders has any force, all of the Parties to this Agreement shall be entitled to rescind this Agreement by notice which shall be delivered within 14 days of the date of handing down of judgment in the claim, with the exception of the situation in which, as a result of the claim, an agreement for the allotment of shares to Image Com Ltd. is attained [in accordance with the provisions of Clauses] 12.2, 12.3 above [sic].

The company shall bear the costs of the claim, with the exception of any costs ruled by the court, if any.

#### Prior or Later Agreements

- 11.1 This Agreement rescinds any prior agreement between the Parties, whether oral or in writing, and from the date of execution of this Agreement, this Agreement shall constitute the entire agreement between the Parties.
- 11.2 Any amendment or alteration to the conditions of this Agreement shall only be valid if made in writing and consented to by all of Jacques, Eltech and Isra.

#### Indemnification

- 12.1 A party to this Agreement whose declarations are found to be incorrect or imprecise, and/or who may be in breach of this Agreement, shall indemnify and compensate the other Parties to this Agreement for all of the damages and

losses that may be caused to them as a result of misrepresentations and/or as a result of breach of this Agreement.

- 12.2 It is agreed and declared that in the event that the company and/or Eltech are sued by any third party whatsoever (with the exception of Image Com Ltd.), regarding rights in the application for registration of the Patent and/or any claims which might be harmed by the company's and/or Eltech's ability to realize the application for registration of the Patent and/or the Patent registered thereunder and/or to make earnings therefrom, the other parties shall indemnify the company and/or Eltech, as the case may be, for any loss, damage or expense that may be caused, including legal expenses incurred by the company in its defense of the claim.
- 12.3 The provisions of the Contracts (Remedies for Breach of Contract) Law shall apply to the provisions of this Agreement.

#### Addresses

- 13.1 The Parties agree that their addresses shall be deemed to be the addresses set out in the heading of this Agreement, and that any notice sent to either of the Parties by way of registered mail shall be deemed to have been delivered within 72 hours of being sent by registered mail.

#### Jurisdiction

- 14.1 Any dispute that may arise between the Parties to this Agreement shall be heard by the competent court at Tel Aviv-Jaffa, and in that city alone.

In witness whereof, the Parties have hereunto set their hands

\_\_\_\_\_  
(sgd)  
Eltech

\_\_\_\_\_  
(sgd)  
Isra

## **Irrevocable Power of Attorney**

Notarized in accordance with Section 91 of the Israel Bar Association Law 5721-1961

I / We the undersigned, **IsraWash Ltd.**, private company No. 511699522, hereby appoint Mr. Ariel Popper Adv. and/or David Blum Adv., or both of them jointly and/or each of them severally to be my/our lawful attorney(s) in order to do, on my/our behalf and in my/our stead, all or part of the following acts:

1. to transfer, register in the name of Hello Tech Technologies Ltd., private company No. 512751625 (hereinafter: the "Third Party"), my rights in the application for registration of patent No. 130505, hereinafter: the "above property".
2. To accept on our behalf and in our stead the above property by way of sale, for consideration or otherwise, long-term lease, short-term lease, transfer, and management, or any other way and, for such purpose, to sign, on our behalf and in our stead, on any applications, deeds, and agreements required for such.
4. To renew registration in patents registers regarding the above property, to register the Patent at patents offices around the world and in any way that the Third Party may see fit, and to effect any transfer (dealing) and registration on patents registers where possible with respect to the above property.
5. In order to effect the above acts, to appear at the offices of the Registrar of Patents and in any other place, as applicant, plaintiff, defendant, petitioner, appellant or respondent, third party, objector and in any other form, to sign applications, deeds, agreements, contracts, declarations, undertakings, suits, defenses, appeals, settlements, or any other paper or document, and to generally do any thing relating to any transfer (dealing) of the above property, or any act relating to the above property, and any thing or act which the owner of the property is entitled to do to it.
6. We also hereby expressly agree that our above attorney shall be entitled to represent the Third Party in this transaction as well, but not in legal proceedings between the Parties.
7. To transfer this power of attorney in full or part to any other or others.
8. Given that this power of attorney relates to the benefit of the above Third Party from which I received the full consideration for the above property, I/we will not be able to revoke it or alter it and this power of attorney shall be irrevocable, and shall also bind my/our heirs, guardians and executors.
9. This power of attorney shall remain in force even after my death and shall bind my heirs and my heirs' heirs, given that the rights of a third party are dependent upon it.

**In witness whereof, I / we have hereunto set my / our hand(s)**

\_\_\_\_\_  
(sgd)

Isra Wash Ltd.

**If the power of attorney has been granted in accordance with Section 91 of the Chamber of Advocates [Israel Bar] Law 5721-1961, the appointed advocate shall complete this certification.**

I, Adv. Ariel Popper, Adv. hereby certify the signature of my client as above.

Date: \_\_\_\_\_ (sgd) (stamp)

\_\_\_\_\_ (sgd) (stamp)

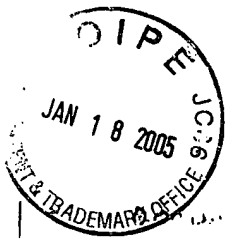


## APPENDIX B TO DAHAN DECLARATION

21.8.2002 10:51

S.T.COLB &amp; CO. 972 8 9454556

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כתב העברות זכויות

תאריך 17.12.00

הלו טק טכנולוגיות בע"מ

ב"י:

ח.פ. 512951625

מרח' תבונים 4 רמת גן

(להלן: "הלו טק")

ישראל-ווש בע"מ

לבין:

ח.פ. 511699522

מרח' העגור 25 25 קיסריה

(להלן: "ישראל-ווש")

1. ישראל-ווש מעבירה בזאת בזה להלו-טק את מלוא זכויותיה בבקשה לרשום פטנט מן  
בקשה: 110505.

2. הלו טק תמא זכאית לרשום את מלוא הזכויות בקשה על שמה במרשם הפטנטים, ו  
לרשום על שמה את הזכויות בפטנט לכשירשם.

3. הסכם זה הם לצורך יישומו של הסכם בין ישראל-ווש לבין אלטס מ.א.ד. בע"מ. מן  
.7.5.00

ולראיה באו הצדדים על החתום

אריאל כהן  
Adress  
מ.ר. אריאל

ישראל-ווש

באמצעות מיוכה כח  
עו"ד אריאל מוכר

העוסקת אריאל-ווש  
מסמך יחידאני, מוגן

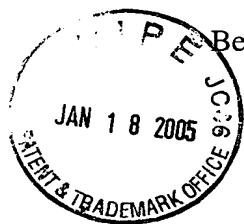
הלו-טק טכנולוגיות בע"מ

הלו טק

1263-3-33

## Deed of Transfer of Rights

Date 19 December 2000



Between: **Hello Tech Technologies Ltd.**  
**Private Company No. 512951625**  
Of 4 Habonim St., Ramat Gan

(hereinafter: "Hello Tech")

And: **Isra-Wash Ltd.**  
**Private Company No. 511699522**  
Of 2525 Agur St., Caesarea

(hereinafter: "Isra-Wash")

1. Isra-Wash hereby transfers all of its rights in the application for registration of Israeli Patent application No.130505 to Hello Tech.
2. Hello Tech shall be entitled to register all of the rights in the application in its name in the register of patents, and to register the rights in the patent, if registered, in its name as well.
3. This agreement shall be for the purpose of implementation of the agreement between Isra-Wash and Eltech M.A.D. Ltd., dated 7 May 2000.

**In witness whereof, the Parties have hereunto set their hands**

\_\_\_\_\_  
(sgd) [stamp]

Hello Tech

\_\_\_\_\_  
(sgd) [stamp]

Isra-Wash

(-)

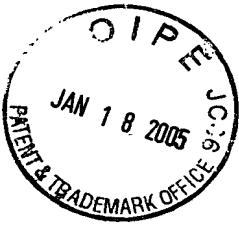
Copy corresponding to original  
Confirms: Ariel Popper, Adv.

By attorney Adv. Ariel Popper

## APPENDIX C TO DAHAN DECLARATION

## **Irrevocable Power of Attorney**

Notarized in accordance with Section 91 of the Israel Bar Association Law 5721-1961



I / We the undersigned, **IsraWash Ltd.**, private company No. 511699522, hereby appoint Mr. Ariel Popper Adv. and/or David Blum Adv., or both of them jointly and/or each of them severally to be my/our lawful attorney(s) in order to do, on my/our behalf and in my/our stead, all or part of the following acts:

1. to transfer, register in the name of Hello Tech Technologies Ltd., private company No. 512751625 (hereinafter: the "Third Party"), my rights in the application for registration of patent No. 130505, hereinafter: the "above property".
2. To accept on our behalf and in our stead the above property by way of sale, for consideration or otherwise, long-term lease, short-term lease, transfer, and management, or any other way and, for such purpose, to sign, on our behalf and in our stead, on any applications, deeds, and agreements required for such.
4. To renew registration in patents registers regarding the above property, to register the Patent at patents offices around the world and in any way that the Third Party may see fit, and to effect any transfer (dealing) and registration on patents registers where possible with respect to the above property.
5. In order to effect the above acts, to appear at the offices of the Registrar of Patents and in any other place, as applicant, plaintiff, defendant, petitioner, appellant or respondent, third party, objector and in any other form, to sign applications, deeds, agreements, contracts, declarations, undertakings, suits, defenses, appeals, settlements, or any other paper or document, and to generally do any thing relating to any transfer (dealing) of the above property, or any act relating to the above property, and any thing or act which the owner of the property is entitled to do to it.
6. We also hereby expressly agree that our above attorney shall be entitled to represent the Third Party in this transaction as well, but not in legal proceedings between the Parties.
7. To transfer this power of attorney in full or part to any other or others.
8. Given that this power of attorney relates to the benefit of the above Third Party from which I received the full consideration for the above property, I/we will not be able to revoke it or alter it and this power of attorney shall be irrevocable, and shall also bind my/our heirs, guardians and executors.
9. This power of attorney shall remain in force even after my death and shall bind my heirs and my heirs' heirs, given that the rights of a third party are dependent upon it.

**In witness whereof, I / we have hereunto set my / our hand(s)**

\_\_\_\_\_  
(sgd)

Isra Wash Ltd.

**If the power of attorney has been granted in accordance with Section 91 of the Chamber of Advocates [Israel Bar] Law 5721-1961, the appointed advocate shall complete this certification.**

I, Adv. Ariel Popper, Adv. hereby certify the signature of my client as above.

Date: \_\_\_\_\_ (sgd) (stamp)

\_\_\_\_\_ (sgd) (stamp)



Page 14

יפוי כח בטרוריזם  
וטרוריוני. לפי טעיר 91 לחוק לשכת עורכי הדין תשכ"א - 1961

[illegible]

משפחא דזוש בע"ם

**ORIENT POPUL - ADVOCATE**

משרד המשפטים  
התביעה הכללית

## APPENDIX D TO DAHAN DECLARATION



- 2 -

5. מאחר שעל פי בקשת הפטנט המקורית הנך רשום כ"ממציא" ועל כן האדם המיוססג באופן בלעדי לחתום על מסמכים הדורשים את חתימת הממציא, הרי שנדרשת מעת לעת לחתום על מסמכים שונים מטעם משרד הפטנטים האמריקאי, מסמכים אשר לזו ניתן לחתום עליהם באמצעות יפוי כח.
6. בכל פעם שפנתה אלק התברה בבקשה לחתום על מסמכים שונים, חתמת. לפני מטפד ימים פנתה אליך ההברה בבקשה לחתום על מסמכים שונים הנדרשים על ידי משרד הפטנטים בארה"ב. להפתעתה הרבה של התברה, סירבת לעשות כן, וחדדת לחברה כי עד אשר יומצא לשרא-ווש כתב התחייבות לרכישות מניותיה בחברה, הרי שלא תחתום על הוסמכים הנדרשים.
7. יש לציין כי מכוח הסכם ואו דין הנך חייב לחתום על כל מסמך בקשר לבקשת הפטנט.
8. אי חתימתך מהוות, בין היתר, הפרה יסודית של ההסכמים שהקד צד להם, גרוס הפרת הסכמים ואו התנהגות שאינה בתום לב ובדרך מקובלת. יצוין במאמר מוטגר, כי המניות אשר הוקצו לישראל-ווש הוקצו אך ורק בתמורה להעברת הזכויות בבקשות לרשיון הפטנט במדינות שונות והעברת זכויות בפטנט עצמו לכשירשבו כמו כן, חברה הוציאה כספים רבים בקשר לבקשת הפטנט, ועל כן אי חתימתך תגרום לביטול בקשת הפטנט בארה"ב ובכך לא יבוצע הזכויות אשר הוקנו לחברה בפטנט ובשל כך, לנוקם כספיים לחברה.
9. לאור האמור לעיל, הנך מתבקש לחתום על המסמכים הנדרשים ונדך 48 שעות ממועד קבלת מכתב זה. במידה ולא תעשה כן הרי שלא תחזתר בדי מרשתי ברורה, אלא לנקוט בכל הליכים המשפטיים העומדים לרשותה.
10. אין במכתב זה כדי למצות ואו לגרוע מטענות ואו דרשות ואו תביעות ואו זכויות מרשתי ואין באמור במכתב זה או בנעדר הימנו כדי להוות הודאה ואו ויתור על זכר וחבל טאמר מבלי לפגוע בזכויות מרשתי.

סטיב קנטור, ע"ד

[On the Letterhead of Efrati Galili & Co., Law Offices]

To:  
Mr. Shimon Frisant  
Isra-Wash Ltd.  
P.O. Box 5591  
Caesarea



Tel Aviv, 9 May 2002

- **Without Prejudice** –  
By Registered Mail

Dear Sir,

Re: **Rights in Application for Registration of Patent in USA – Application No. 130505 (hereinafter: the “Patent”)**

On behalf of my client, Hello-Tech Technologies Ltd. (hereinafter: the “**Company**”), we hereby write to you as follows:

1. A Founders' Agreement dated 7 May 2000 (hereinafter: the “**Founders' Agreement**”) was entered into between Eltech M.A.D. Ltd. and Isra-Wash Ltd. (hereinafter: “**Isra-Wash**”).
2. Under the Founders' Agreement, it was agreed, *inter alia*, that Isra-Wash, which had submitted an application for registration of the above Patent in the USA (hereinafter: the “**Patent Application**”), would transfer all of its rights in the Patent Application and in the patent that would be registered, to the Company.
3. For the purpose of implementation of the Founders' Agreement, on 17 December 2000, Isra-Wash and the Company executed a deed of transfer of rights.

Under the aforesaid deed of transfer of rights, Isra-Wash was to transfer all of its rights in the Patent Application to the Company, and that Company was to be entitled to give notice to the US Patents Registrar of transfer of title to the application and the patent, and to register the rights in the Patent, if registered, in its name.

4. In addition to the deed of transfer of rights as aforesaid, Isra-Wash also signed an irrevocable power of attorney appointing Adv. Ariel Popper and/or Adv. David Blum, to transfer and register Isra-Wash's rights in the application for registration of the patent, into the Company's name, and to do all acts required in this regard.
5. Since you are registered under the original Patent Application as the “inventor” and are therefore the person exclusively authorized to sign documents which require the signature of the inventor, you are required from

time to time to sign various documents on behalf of the US Patents Office, which cannot be signed under power of attorney.

6. Whenever the Company has approached you to sign various documents, you have signed them. A number of days ago, the Company asked you to sign various documents required by the US Patents Office. To the Company's great surprise, you refused to do so, and you informed the Company that until a deed of undertaking was provided to Isra-Wash to purchase its shares in the Company, you would not sign the required documents.
7. It should be noted that under the Agreement and/or the law, you are required to sign any document relating to the Patent Application.
8. Failure by you to so sign constitutes, *inter alia*, a fundamental breach of the agreements to which you are a party, causing breaches of agreements and/or conduct not in good faith or conduct that is unacceptable. It should be noted, parenthetically, that the shares allotted to Isra-Wash were only allotted in consideration for transfer of the rights in the applications for registration of the Patent in various countries and transfer of the rights in the Patent itself, if such are registered, and likewise, the Company has incurred considerable expenses relating to the Patent Application, and therefore, failure by you to execute it shall cause cancellation of the Patent Application in the USA and thereby, loss of the rights afforded to the Company under the Patent, and as a result, financial damage to the Company.
9. In light of the aforesaid, you are requested to sign the required documents within 48 hours of the date of receipt of this letter. In the event that you do not do so, my client shall have no choice but to institute any legal proceedings available to it.
10. This letter shall not be deemed to exhaust and/or derogate from any claims and/or demands and/or suits and/or rights of my client, and the contents of this letter, nor anything omitted from it, shall not constitute any admission and/or waiver of any thing, and all of the contents hereof shall be without prejudice to my client's rights.

Yours sincerely,

(sgd)

Steven Kantor, Adv.

Raz Even-Har, Adv.  
Steven Kantor, Adv.  
Amitai Naveh, Adv. MBA\*

**נוה, קנטור, אבן-הר**  
**NAVEH, KANTOR, EVEN-HAR**  
**לעורכי דין - LAW OFFICES**

רוז אבן-הר, עו"ד  
סטיבן קנטור, עו"ד  
אמיתי נוה, עו"ד MBA\*

\* Member of the New York Bar

\* חבר לשכת עורכי הדין בני-יורק

5 בפברואר 2004

לכבוד  
מר שמעון פריזנט  
ישראל-ווש בע"מ  
ת.ד. 5591  
קיסריה

בדואר רשום  
מבלי לפגוע בזכויות

א.נ.

**הנדון: התראה בטרם נקיטת הליכים משפטיים**

בשם מרשותי, חברת הלו- טק טכנולוגיות בע"מ ("החברה") וחברת אלטק מ.א.ד. בע"מ, הריני למנות אליך כדלקמן:

1. כידוע לך, בין חברת אלטק מ.א.ד. בע"מ לבין חברת ישראל-ווש בע"מ (להלן "ישראל-ווש") נכרת, ביום 7 במאי 2000, הסכם מייסדים להקמת החברה (להלן: "הסכם המייסדים").
2. בהסכם המייסדים הוסכם, בין היתר, כי ישראל-ווש, אשר במועד חתימת ההסכם הצהירה כי היא הבעלים של בקשת פטנט אמריקאי לאמצעי שליטה ובקרה באמצעות טלפון סלולרי (להלן: "בקשת הפטנט"), תעביר לחברה את מלוא זכויותיה בבקשת הפטנט ובפטנט שירשם וממילא בבקשות פטנט נגזרות במדינות אחרות.
3. לצורך יישומו של הסכם המייסדים, חתמו ישראל-ווש והחברה בתאריך 17 בדצמבר 2000 על כתב העברת זכויות. על פי כתב העברת הזכויות האמור העבירה ישראל-ווש את מלוא זכויותיה בבקשת הפטנט לחברה. בהתאם לאמור בכתב העברת הזכויות האמור, הודיעה החברה לרשם הפטנטים האמריקאי על העברת הבעלות בבקשת הפטנט וביקשה לרשום על שמה את הזכויות בפטנט לכשירשם. על אף בקשתה זו של החברה, טרם נרשמה ההעברה על שמה במרשם הפטנטים האמריקאי וממילא גם לא התאפשרה העברת הזכויות בבקשות פטנט נגזרות בלשכת הפטנטים האירופאית והיפנית, שכן נדרשו חתימותיך כממציא וכמורשה החתימה מטעם ישראל-ווש על טפסים נוספים, עליהם סירבת והינך ממשיך לסרב לחתום.
4. כבעל שליטה בחברת ישראל-ווש וכמנהלה, מהווה אי חתימתך כאמור הפרה יסודית של ההסכמים שישראל-ווש הנה צד להם, אי-קיום הסכם בתום לב ובדרך מקובלת ולמותר לציין כי התנהלותך הסבה ועודנה מסבה לחברה נזקים ניכרים.
5. לאור האמור לעיל, הנך מתבקש לשתף פעולה עם החברה ולחתום על כל המסמכים הנדרשים למען השלמת העברת הזכויות בכל בקשות הפטנט, הן כממציא והן כמורשה החתימה בחברת ישראל-ווש וזאת בתוך שבעה (7) ימים ממועד מכתב זה. במידה ולא תעשה כן, תנקוטנה מרשותי בכל ההליכים המשפטיים העומדים לרשותן לאכיפת זכויותיך.
6. אין במכתב זה כדי למצות את טענותיך ואז דרישותיך של מרשותי ואין בו או בנעדר ממנו כל ויתור על כל זכות או טענה שהן.

בכבוד רב,  
ר. אבן-הר  
רוז אבן-הר, עו"ד

5 February 2004

To:  
**Mr. Shimon Frisant**  
**Isra-Wash Ltd.**  
P. O. Box 5591  
Caesarea

By Registered Mail  
Without Prejudice

Dear Sir,

Re: **Warning Regarding Institution of Legal Proceedings**

On behalf of my clients, Hello-Tech Technologies Ltd. (the "**Company**") and Eltech M.A.D. Ltd., I hereby write to you as follows:

1. As you are aware, on 7 May 2000, a founders' agreement was executed between Isra-Wash Ltd. (hereinafter: "**Isra-Wash**") and Eltech M.A.D. Ltd., to incorporate the Company (hereinafter: the "**Founders' Agreement**").
2. Under the Founders' Agreement, it was agreed, *inter alia*, that Isra-Wash, which, on the date of execution of the Agreement, declared that it was the owner of an application for an American patent for means of control and supervision via cellular telephone handsets (hereinafter: the "**Patent Application**"), would transfer all of its rights in the Patent Application and any patent that might be registered thereunder, and derivative patent applications in other countries, to the Company.
3. For the purpose of implementation of the Founders' Agreement, on 17 December 2000, Isra-Wash and the Company signed a deed of transfer of rights. Under the provisions of the aforesaid deed of transfer of rights, the Company gave notice to the US Patent Office of transfer of title in the Patent Application, and applied to register the rights in the patent, when registered, in its name. Notwithstanding this application by the company, the transfer has not yet been registered into its name on the US Patent Register, and in any event, transfer of the rights in derivative patent applications at the European and Japanese Patent Offices has not been permitted, since your signatures, as inventor and authorized signatory on behalf of Isra-Wash are required on additional forms, which you have refused and which you continue to refuse to sign.
4. As holder of the controlling interest in Isra-Wash and as manager thereof, your failure to sign constitutes a fundamental breach of the agreements to which Isra-Wash is a party, constitutes failure to uphold the agreement in good faith and in the acceptable manner, and, it goes without saying that your conduct has caused and continues to cause considerable damage to the Company.



5. In light of the aforesaid, you are requested to cooperate with the Company and to sign all of the documents required in order to complete transfer of the rights in all of the Patent Applications, both as inventor and as authorized signatory at Isra-Wash, within seven (7) days of the date of this letter. Should you not do so, my clients shall institute such legal proceedings as are available to them in order to enforce their rights.
6. This letter shall not be deemed to exhaust any of my clients' rights and/or claims and nothing contained in it or absent from it shall be deemed to constitute a waiver of any right or claim whatsoever.

Yours truly

(sgd)  
Raz Even Har, Adv.

## APPENDIX E TO DAHAN DECLARATION

**First page:**

Letter : "For:  
Mr. Shimon Prisant  
Israwash Lt.  
25 Haagour St.  
Cesaria  
Registered + Approval of Receipt  
RA-10619169-4-IL  
Express Mail

**Second page:**

Israel Postal Authority

**Information about registered item with approval of receipt number RA106191694IL**

The item was returned to the sender at June 9 2002 because the item was not requested by the intended recipient after the predefined period.

For your knowledge, tracking after registered items and deliveries exists for deliveries in Israel alone, to all the central...

**Third Page:**

Confirmation of a reception of registered mail

Recipient : Mr. Shimon Prisant, Israwash Ltd.  
At : Haagour 25 St.  
Cesaria

Post Office Stamp : Tel-Aviv-Jaffa, May 13 2002.

**Fourth page:**

Approval of recipient - First side

The Israeli Postal Authority

By the post office : The item was not requested  
Claudine Amar  
June 2 2002

Return to Sender : Steven Kantor  
6 Visotzky St.  
Tel Aviv

**Fifth Page:**

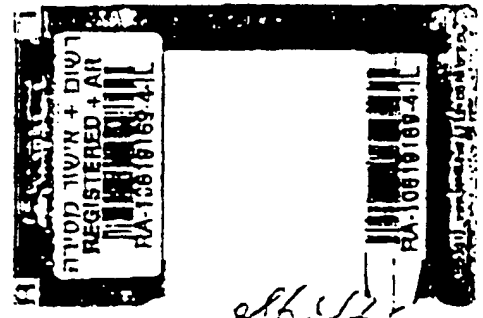
Approval of recipient - second side

Registered letter

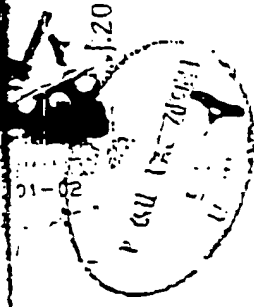
Recipient : Mr. Shimon Prisant, Israwash Ltd.  
At : Haagour 25 St.  
Cesaria

This approval should be signed, at first priority, by the recipient, if it is not possible by a person that was authorized by the recipient according to the regulation in the recipient's country, or by a post office clerk and others, if the regulations allow it. The approval should be returned directly to the sender, at the first delivery.

0790 אקפסו



27/7/98



0790  
 אקפסו  
 108161894  
 27/7/98



**பெரிய கவி**

ՀԱՅԿԱՆ ԵՐԱՐԵՐ ԵՎ ԵԼՈՒ ՄԱՅ ՀԱՅ ԵՄ

ՀԱՅԱՍՏԱՆԻ ԱՅԻՆ ԵՄԵՐՈՒՄ

ALL ALLEGED CALLS LINE LONG

WALL, BRUCE ERIC EDWIN.

ENL' CLAREN LIMITED 4th CNL

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מִלֵּךְ לִי יְיָ אֱלֹהֵינוּ וְלִי יְיָ אֱלֹהֵינוּ וְלִי יְיָ אֱלֹהֵינוּ.

תאריך: 09/06/2002 למחלקת משפטית לפרקליטות הכללית

[illegible]

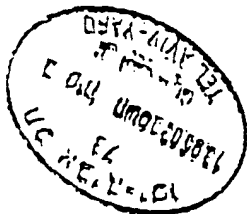
**LOUIS LUKER**

11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846.

Post office  
04-6231420

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מחלקת המחקר והפיתוח  
מחלקת המכשירים והציוד



יצאנו ללכת ונאמר לנו  
 ללכת ונאמר לנו  
 ללכת ונאמר לנו

*[Handwritten notes on a form, partially obscured by redaction boxes.]*

2. ☐ 1000 1000 1000

[illegible]

לקחת ונכדו לכדור ימים, אהא נמור על האישור  
אוי אלהים הנרם, ארץ השמאל, ארץ אלהים, ארץ אלהים



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## ATTACHMENT III

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re patent of : PRISANT

ATTY Ref: 233-106

Serial number : 10/694389

Filed

For : METHOD AND SYSTEM FOR REMOTE PURCHASE PAYMENT

Sir

DECLARATION OF YAIR TAMIR

I, Yair Tamir declare and say of my own personal knowledge and belief:

1. THAT I am a managing director of Teltry Systems Limited.
2. THAT at the summer of 2004 Maran Trade & Investments Ltd. sold to Realside Limited all rights in its intellectual property, including the rights in the PCT patent application PCT/IL00/00331 and its U.S. national stage application serial number 10/694389.  
A true copy of the purchase agreement is attached as an appendix.
3. THAT Realside Limited has changed its name to Teltry Systems Limited.  
A true copy of the certificate of incorporation on change of name are attached as appendixes.
4. THAT Teltry Systems Limited is, in fact, the legal and beneficial owner of all right, title and interest in and to U.S. patent application 10/694389.
5. THAT, I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful statements may jeopardize the validity of the application or any patent issued thereon.

10 Jan 2005  
Date

Y. Tamir  
Yair Tamir

## APPENDIX A TO TAMIR DECLARATION

## ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into this 28 day of April 2004, by and between **REALSIDE LIMITED**, a company duly registered under the laws of Ireland ("**Purchaser**") and **MARAN TRADE & INVESTMENTS LTD.**, a company duly registered under the laws of the British Virgin Islands ("**Seller**").



### RECITALS

- A. Seller is the sole owner and/or has proprietary rights to be registered as sole owner of the Assets (as defined below). Seller desires to sell to Purchaser all of Seller's Assets and to transfer and assign to Purchaser the rights to be reimbursed with the Loan and the pledge attached thereto (as defined below).
- B. All of Seller's assets sold consist of the following, which shall hereinafter collectively be designated the "**Assets**":
- (i) Contracts. certain rights and contractual obligations assigned to Seller set forth in Exhibit "B(i)" attached hereto.
  - (ii) Trademarks. all right, title and interest of Seller in and to the trademarks, service marks, trade names, logos, and product names and the goodwill of the business associated therewith (the "**Trademarks**") set forth in Exhibit "B(ii)" attached hereto,
  - (iii) Copyrights. all right, title and interest of Seller in and to the copyrights, copyright applications, and copyright registrations (the "**Copyrights**") set forth in exhibit "B(ii)" attached hereto,
  - (iv) Patents. all right, title and interest of Seller in and to the patents and patent applications (the "**Patents**") set forth in Exhibit "B(ii)" attached hereto,
  - (v) Intellectual Property. any other intellectual property used in or relation to the aforesaid (other than the Trademarks, Copyrights and Patents) of Seller including, without limitation, all trade secrets, proprietary technology, and confidential information, (the "**Intellectual Property**") set forth in Exhibit "B(ii)" attached hereto, and

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- C. Purchaser desires to purchase the Assets from Seller and be assigned with the Loan and Seller desires to sell the Assets to Purchaser and assign the rights to the Loan, all as provided in this Agreement.
- D. Purchaser acknowledges that the Seller is in a process to recover the surplus of the debt emanating from the Loan through receivership proceedings against certain assets of Hello-Tech Technologies Ltd, which may be essential for the operation of the Assets, and Seller undertakes to inform Purchaser the progress of such receivership proceedings in order to avail Purchaser the opportunity to participate in the purchase thereof.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## SECTION 1 -- TERMS OF PURCHASE

1.1 Purchase of Assets. In consideration of the purchase price as set forth in section 1.3 hereof and subject to all other terms and conditions hereof, at the Closing (as defined in section 2.1), and effective as of the Effective Date (as defined in Section 2.1), Purchaser shall purchase and accept, and Seller shall sell, assign, transfer, convey and deliver to Purchaser, all of Seller's rights, titles and interests in and to all the Assets (defined in Recital Paragraph B, above) and shall transfer and assign to Purchaser, Seller's rights to the Loan.

### 1.2 No Assumption of Obligations, Liabilities and Indebtedness.

(a) Purchaser shall not assume or in any way become liable for any obligations or now exist or which may arise in the future, whether associated with the Assets, or agree to pay any obligation, liability of the Seller.

(b) Any obligations, liabilities or indebtedness of Seller including, but not limited to, contingent liabilities, such as, but not limited to, liabilities relating to patent, trademark, copyright or other infringement, tort liability, state or local taxes, shall remain the sole and separate responsibility of Seller, and Seller hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all such obligations, liabilities or indebtedness.

1.3 Purchase Price. the purchase price for the Assets shall be USD 150,000 [one hundred and fifty thousand US dollars] (the "**Purchase Price**").

1.4 Payment of Purchase Price. The Purchase Price shall be paid by Purchaser by delivering to the Seller a promissory note substantially in the form of Exhibit "1.4" attached hereto, made by the Purchaser to the order of the Seller for the amount of the Purchase Price (the "**Promissory Note**").



1.5 Taxes. The Purchase Price shall be exclusive of any sales or similar taxes that may be imposed. Purchaser shall be solely responsible for any sales or similar taxes that may be imposed on the purchase and sale of the Assets contemplated by this Agreement.

1.6 Documentation of Assignment and Assumption of Contracts. At the Closing Seller and Purchaser shall execute and deliver to the other the Assignment and Assumption Letters in form attached hereto as Exhibit "1.6" for each of the entities stipulated in Exhibit B(i) evidence and effect the assignment and assumption of said contracts.

1.7 Documentation of Assignment of Trademarks, Copyrights, Patents and Intellectual Property. At the Closing Seller and Purchaser shall execute and deliver to the other the respective forms and instruments attached hereto as Exhibit "1.7" to evidence and effect the transfer and assignment of the Trademarks, Copyrights, Patents and Intellectual Property. Seller agrees to execute any and all such further or other documents that Purchaser prepares which are reasonably necessary to further evidence or effect the purpose and intention of this Agreement.

## SECTION 2 - THE CLOSING

2.1 Closing. The closing of the transaction contemplated by this Agreement (the "**Closing**") shall be held at the office of Capital Advice in Uilbreidingstraat 46, 2600 Antwerp, Belgium, at 11:00 a.m. local time, on April 30, 2004, or at such other time or place as the parties may hereafter agree in writing. That date, or if the Closing is advanced or postponed under this Section 2.1, then notwithstanding the date to which it is advanced or postponed, the effective date of the Closing shall be 12:00 a.m. on April 30, 2004, and is in this Agreement designated the "**Effective Date**."

2.2 Events at the Closing. The following events shall occur at the Closing, each of which shall be a condition precedent to each of the others and all of which shall be deemed to have occurred concurrently:

### Seller's Deliverables

(a) Seller shall execute and deliver to Purchaser the Assignment and Assumption Letters stipulated in Exhibit 1.6;

(b) Seller shall execute and deliver to Purchaser the forms, instruments and other documentation stipulated in Exhibit 1.7;

(c) Seller shall execute and deliver to Purchaser such other documents and instruments as may be reasonably required by Purchaser to

evidence Seller's compliance with any covenant and condition herein set forth or to complete the transactions herein contemplated;

#### Purchaser's Deliverables

(d) Purchaser shall execute and deliver to Seller the Promissory Note – Exhibit 1.4.

(e) Purchaser shall execute and deliver to Seller the Assignment and Assumption Letters stipulated in Exhibit 1.6;

(f) Purchaser shall execute and deliver to Seller the forms, instruments and other documentation stipulated in Exhibit 1.7;

(g) Purchaser shall execute and deliver to Seller such other documents and instruments as may be reasonably required by Seller to evidence Purchaser's compliance with any covenant and condition herein set forth or to complete the transactions herein contemplated;

### SECTION 3 - REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller. Seller represents and warrants to Purchaser as follows:

(a) Sale of All Assets. By this Agreement and the instruments contemplated hereby, Seller is transferring to Purchaser all of the Assets.

(b) Title to Assets; Liens. Seller has good and marketable title to the Assets and none of the Assets are subject to any mortgage, pledge, lien, security interest, lease, charge, claim or encumbrance.

(c) Litigation. There is no material suit, action, litigation or other proceeding or governmental or administrative investigation or inquiry pending or threatened against Seller and/or the Assets, which, if decided adversely to the interests of Seller, would prevent or prohibit Seller from transferring the Assets, free and clear from any security interests, liens, charges, claims or other encumbrances of any nature whatsoever or from otherwise complying in full with the provisions of this Agreement.

(d) Authorization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the British Virgin Islands. Seller has all the requisite corporate and legal power and authority to own, lease and operate the Assets as currently owned, leased and operated. Seller is duly licensed, authorized and qualified to transact business and is in good standing in the British Virgin Islands.



(e) Execution and Enforceability. This Agreement and any other document, form and instrument required to be executed by Seller at the Closing, will, when duly executed and delivered by Seller, constitute valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

(f) Seller's Records. In contemplation of this Agreement, Purchaser has had access to Seller's files and documents

3.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:

(a) Authorization. Purchaser is a corporation, duly organized, validly existing and in good standing under the laws of Ireland and has all necessary corporate power and corporate authority to consummate the transactions contemplated herein. This Agreement, and the transactions contemplated herein, have been duly authorized by all necessary corporate action on the part of Purchaser.

(b) Execution and Enforceability. This Agreement and any other documents required to be executed by Purchaser at the Closing will, when duly executed and delivered by Purchaser constitute valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

(c) Compliance with Other Instruments; Consents. Purchase is not in material violation of any material agreement, instrument, judgment, decree or order applicable to Purchaser, and to Purchaser's best knowledge and belief, of any material statute, rule or governmental regulation applicable to Purchaser. The execution, delivery and performance of this Agreement by Purchaser and the transactions contemplated hereby will not result in any material violation of, be in conflict with or constitute a material default under any such material agreement, instrument, judgment, decree or order or, to the best knowledge and belief of Purchaser, of any such material statute, rule or governmental regulation. No consent of any vendor, lessor, lender or creditor of Purchaser, or any other person, is necessary in order for Purchaser to consummate this Agreement or the transactions contemplated hereby in accordance with all of the provisions herein contained.

(d) Experience and Due Diligence. The Purchaser is a sophisticated purchaser with experience in making investments and asset purchases, understands that his purchase involves a substantial risk and that it can bear the economic risks of such purchase, has been afforded an opportunity to ask questions and receive answers regarding the Assets and has reviewed all data and information, including but not limited to, technical and legal documents,

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reports and agreements it requested from the Seller, including, but not limited to the Debenture entered by Seller and Hello-Tech Technologies Ltd dated January 25, 2004 and any other agreements, instruments, documents connected with and/or related to such Debenture and/or this Agreement and/or the negotiations with Bank Leumi Le Israel, and has found such satisfactory.

#### SECTION 4 -- COVENANTS OF SELLER AND PURCHASER

4.1 Covenants of Seller. Seller hereby covenants to and agrees with Purchaser that:

(a) Maintenance of Assets. Prior to the Closing Seller shall maintain the Assets and in particular the Contracts.

(b) Maintenance of Free and Clear Title. Prior to the Closing, Seller shall not mortgage, pledge or subject to any lien, charge, claim or encumbrance any of the Assets or transfer, convey or lease any of the Assets or any of Seller's rights, titles or interests therein.

(c) Conduct of business. Prior to the Closing, Seller shall conduct the activities and business of the Business in the ordinary, normal and customary course and manner, keep proper business and accounting records, and, both before and at all times after the Closing, use Seller's best efforts to preserve the Business and its material customers intact and preserve for and make available to Purchaser all of Seller's customers and the goodwill of the Business and the goodwill of the Clients, customers, distributors and others having business material relationships with the Business.

(d) Representations and Warranties True at Closing. If any representation or warranty of Seller set forth in this Agreement becomes inaccurate in any material respect at or before the Closing, Seller shall immediately inform Purchaser in writing of the particulars in which any such warranty or representation is no longer accurate. Despite such disclosure by Seller, any such material inaccuracy shall constitute a failure of this Agreement and Purchaser shall have the right and option either to waive such condition or to terminate this Agreement.

4.2 Covenants of Purchaser. Purchaser hereby covenants to and agrees with Seller that if any representation or warranty of Purchaser set forth in this Agreement becomes inaccurate in any material respect at or before the Closing, Purchaser shall immediately inform Seller in writing of the particulars in which any such warranty or representation is no longer accurate. Despite such disclosure by Purchaser, any such material inaccuracy shall constitute a failure of this Agreement and Seller shall have the right and option either to waive such condition or to terminate this Agreement.

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## SECTION 5 - TERMINATION

5.1 Right to Terminate Agreement. This Agreement may only be terminated upon the occurrence of any of the following events:

(a) by Purchaser, by written notice from Purchaser to Seller, if any of the Seller's conditions and obligations for Closing have not been fulfilled by the Closing;

(b) by Seller, by written notice from Seller to Purchaser, if any of the Purchasers conditions and obligations for Closing have not been fulfilled by the Closing;

5.2 Effect of Termination. Upon termination of this Agreement pursuant to Section 5.1 hereof, all obligations of the Parties pursuant to this Agreement shall terminate and shall be of no further force and effect such that Purchaser shall have no further obligations to Seller and Seller shall have no further obligations to Purchaser, except that Purchaser shall not use and shall keep confidential any and all information, customer lists, customer addresses, supplier addresses, price lists, agreements, trade secrets and/or business plans of Seller relating to the Business.

## SECTION 6 - GENERAL

6.1 Costs. The parties shall each pay their own costs and expenses (including attorneys' fees and accountants' fees) incurred or to be incurred by them in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated hereby.

6.2 Headings. The section and other headings of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

6.3 Entire Agreement; Modification. This Agreement (including the recitals and the Exhibits attached hereto and the representations and warranties set forth herein), constitute the entire agreement between the parties pertaining to the subject matter of the transactions contemplated by this Agreement. This Agreement supersedes all written or oral, prior and contemporaneous agreements, representations, warranties and understandings of the parties with respect thereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties.

6.4 Binding Effect; No Assignment. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns. None of the rights or obligations under

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this Agreement of any party to this Agreement may be conveyed, transferred, assigned or delegated expressly, by operation of law or otherwise, without the prior written consent of the other party to this Agreement.

6.5 Arbitration. Any dispute arising out of or in connection with this Agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Manchester, England. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England.

6.6 Notices. All notices, requests, demands and other communications made under, pursuant to or in accordance with this Agreement, except for normal day-to-day business communications which may be made orally or in a writing sent by fax, regular mail or hand delivered without need for a receipt, shall be in writing and shall either be delivered personally or sent by first-class mail, certified, return receipt requested, postage prepaid and properly addressed as follows:

If to Purchaser, to:

Realside Limited  
Second Floor, Nathan House  
CHRISTCHURCH SQUARE, DUBLIN 8  
Ireland

If to Seller, to:

Maran Trade & Investments Ltd  
POB 146, Road Town, Tortola  
British Virgin Islands

or to such other address or addresses as a party thereto may indicate to the other party in the manner provided for by this Section 6.6. Notices given by mail shall be deemed effective and complete forty-eight (48) hours following the time of posting and mailing thereof in accordance herewith, and notices delivered personally shall be deemed effective and complete at the time of the delivery thereof and the obtaining of a signed receipt therefor.

6.7 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining

provisions of this Agreement, where the context requires, the singular shall include the plural and the plural shall include the singular, and any gender or the neuter gender shall include both other genders as the case may require.

6.8 Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party hereto making such waiver.

6.9 Time is of the Essence. Time is of the essence in this Agreement.

6.10 Specific Performance. The parties acknowledge that a party would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to injunctive relief to prevent breaches of this Agreement and specifically to enforce the terms and provisions hereof..

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first above written.



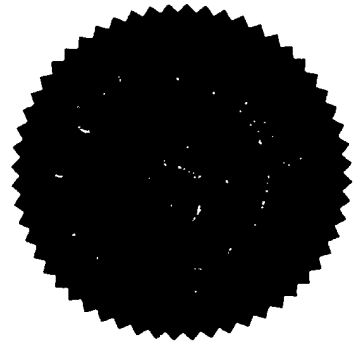
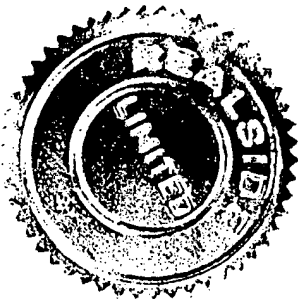
REALSIDE LIMITED

By: Vernon Jacobs  
Title: Director



MARAN TRADE & INVESTMENTS LTD

By: Michael Tallis  
Title: Sole Director



**Exhibit B(i)**

**List of Agreements, Undertakings and Negotiations**

1. Barton Technologies.
2. Yuval Klain automatics
3. Lord Sandwich
4. Mashkar
5. Morgal
6. Normat
7. Nadir
8. Chips to go
9. Shiron yozmot
10. BWYZ System
11. Singalor – Mad Park
12. Mai Eden
13. Lahav
14. Blockbuster
15. Nadir
16. Post Authorities
17. Orpark
18. Medpark
19. Mafail
20. Copytech
21. Ministry of Industry and Trade – Chief Scientist Program
22. Alcatel
23. Coca-Cola
24. TMI Group
25. Bank Leumi / Leumi Card
26. MAAS



**Exhibit B(ii)**  
**List of Intellectual Property rights of the Company**

"Company" means Hello Tech Technologies Ltd, from which Seller have obtained the Intellectual Property Rights

**Intellectual Property Rights**

All Intellectual Property of the Company, of any kind or sort, includes but not limited to the Hardware Materials, the Source Codes and software releases and modifications relating to and/or connected with the Company's System, including, but not limited to the patents, trade mark and devices, trade names, know how, copy rights, good-will and any other intellectual property, whether registered, subject to registration or within a process of application or non registrable, inter alia, listed in **Exhibit B(ii)(a)**:

For the purpose hereof the following definitions shall have the meaning ascribed thereto below:

**"Code"** - shall mean all computer programming code and algorithms which have been created or developed by, for, or on behalf of, the Company, and are related to the Company's System (as defined below), and each and every: (i) change, correction, modification, development and enhancement thereto and Derivative Work (as defined below) thereof; and (ii) Object Code (as defined below) and Executable Code (as defined below) in connection therewith; and (iii) program specification, chart, procedure, architecture, structure, object code, input data, diagnostic and other routines, data base and report layout and format, record file layout, diagram, functional specification and narrative description and flow chart, display screen, layout, and development tool.

**"Company's System"** means the sole ownership in: (a) technology (the **"Technology"**), which enables, among other things, to execute different payments by way of credit cards, cellular phone and by other means; (b) various applications (the **"Applications"**) based on the Technology (inter alia in the areas of the parking lots, gates and parking, vending machines, pre-paid payments, selling points and etc), which were developed, are developed and which their development will be continued by the Company, inter alia the list of protocols detailed in **Exhibit B(ii)(b)**.

**"Derivative Work"** - shall mean a work that is based upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion, or any other form in which such pre-existing works may be recast, transformed, or adapted, and that, if prepared without authorization of the owner of the copyright in such pre-existing work, would constitute an infringement of proprietary rights. For purposes hereof, a Derivative Work shall also include any compilation that incorporates such a pre-existing work. Any reference to the Code shall include any Derivative Work of any of the foregoing.


**"Executable Code"** - shall mean a file having been either written in or translated by a language processor into a machine language, and that is ready for computer execution.

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**"Object Code"** - shall mean the form of the Code, or any portion thereof, in which the Source Code has been converted or translated into the machine language of the computer with which it is intended to be used.

**"Source Code"** - shall include, without limitation, software, computer programming, documentation, statements of principles of operation, and schematics, all as necessary or useful for the effective understanding and use of the Code, including, without limitation, the human-readable form of the Code, or portions thereof, written in a programming language employed by computer programmers, which must be translated into the language of a machine before it can be executed; and related system documentation, including all comments and any procedural code such as job control language. Insofar as the development environment employed by the Company for the development, maintenance, and implementation of the Source Codes includes any device, programming, or documentation not commercially available to MARAN on reasonable terms through readily known sources other than the Company, the Source Codes shall also include all such devices, programming, or documentation which may assist and/or facilitate and/or operate the Source Codes and/or any development, maintenance, and implementation thereof. The foregoing reference to such development environment is intended to apply to any programs, including compilers, workbenches, tools, and higher-level (or proprietary) languages, used by the Company for the development, maintenance, and implementation of the Source Codes.

**"Hardware Materials"** - shall mean all of the Hardware Components which are used and/or which constitute part of Company's System (as such term is defined in the Proposal), including all data, information, documentation, diagrams, sketches, charts, functional specifications, models, plans and narrative descriptions thereof and/or with respect thereto, in whatever form and/or means, and each and every change, correction, modification, development and enhancement thereto, and Derivative Work thereof.



**Exhibit B(ii)(a)****Patents**

- \* According to letter of Sanford T. Colb & Co. dated December 24, 2003
  - \* According to list of "Company Intellectual Property Rights" attached
  - \* WIPO Patent pending application – PCT/IL00/00331 dated 16/6/1999 (USA, Europe, Japan)
  - \* PCT - pending (PCT/IL01/01153) dated 12.12.2000
  - \* Provisional patent application dated 3/11/2002 no. 60/152.626
  - \* PCT/IL03/00912
- CLIC>PAY patent (not yet registered) according to various documentation issued by the Company, including, but not limited to draft CLIC>PAY description dated 10/11/03, version 1.1 dated 16 November 2003 and Ministry of Industry and Trade – Chief Scientist Program application dated 30.10.2003

**Trade-mark, name and device**

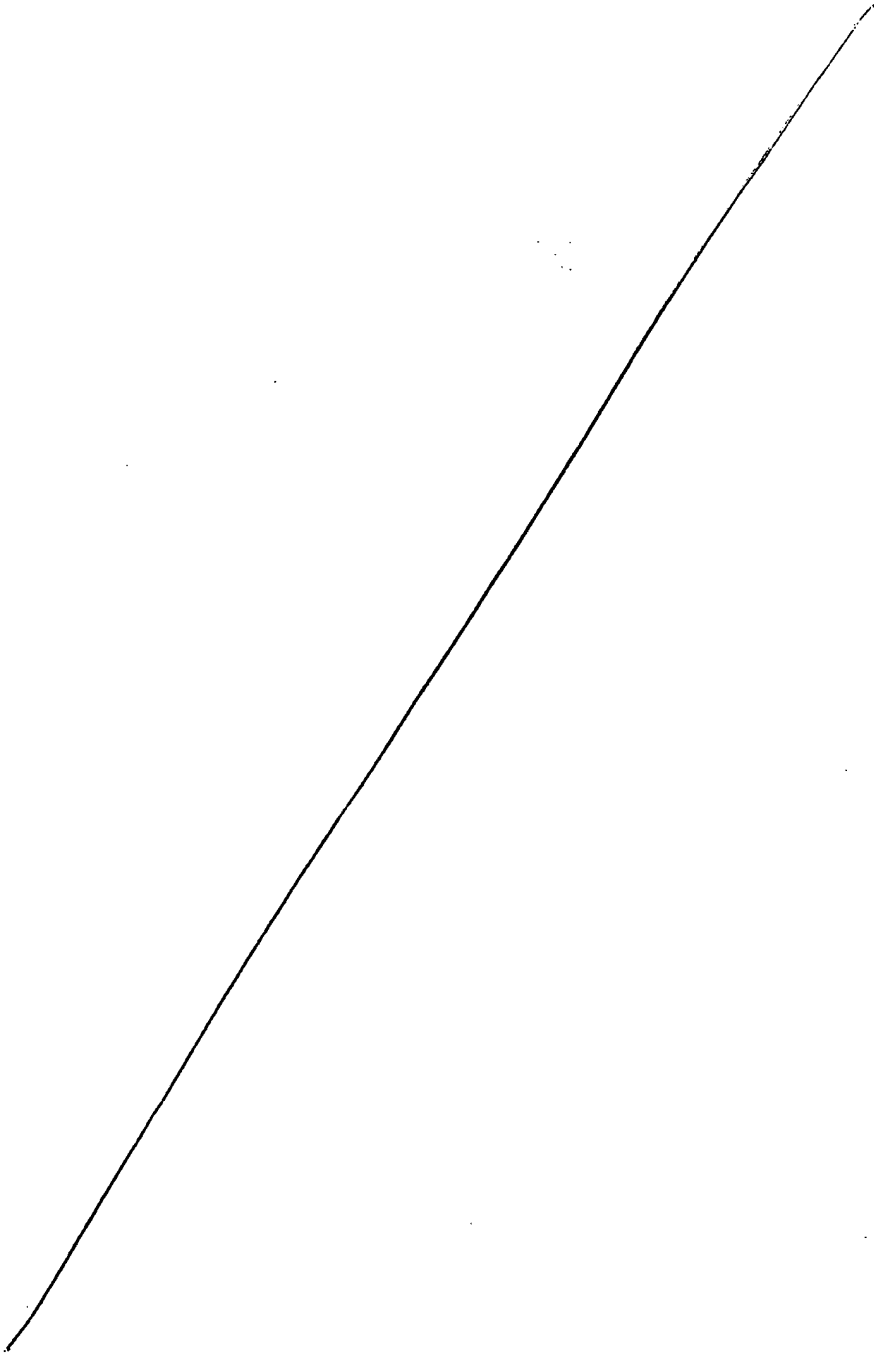
- \* Hello-Tech
- \* Hello-Tech Technologies
- \* According to letter of Efrati Galili & Co dated December --, 2003
- \* CLIC>PAY
- \* >P

**Copyrights**

- \* All CLIC>PAY documents, brochures, specifications, profiles, diagrams, concepts, drawings
- \* Ministry of Industry and Trade – Chief Scientist Program application dated 30.10.2003

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**Exhibit B(ii)(b)****List of Intellectual Properties****List of Protocols supported by Hellotech Ltd.**

| Machine Manufacturer        | AMS                      | AMS                           | Dixi Narco             | Dixi Narco                          |
|-----------------------------|--------------------------|-------------------------------|------------------------|-------------------------------------|
| VMC Model #                 | AMS 39 VCB               | AMS 39 VSB                    | 1220 DNCB 360cc/S11-6W | DN 501E/600E G1223 DW 501E 4R/511-S |
| Machine Description         | Snacks/Cold Drink        | Cold Drinks/Snaks             | Cold Drinks            | Cold Drinks                         |
| Protocol Type               | MDB                      | MDB                           | MDB                    | MDB                                 |
| Minimum Eprom revision      | 10.10.02 K               | 10.10.02S/01.10.02S/11.10.02S | 381.11                 | 338.01                              |
| Mechanism Manufacturer      | Coinco                   | Coinco                        | Coinco                 | Coinco                              |
| Coin Mechanism model        | ILS-A801C                | ILS-6801                      | ILS-A801               | Unknown                             |
| Voltage                     | 24AC                     | 34DC                          | 24AC                   | 24AC                                |
| Validator Manufacturer      | Unknown                  | Unknown                       | Unknown                | Unknown                             |
| Bill Validator Model        | Unknown                  | Unknown                       | Unknown                | Unknown                             |
| Cellular payment            | Yes                      | Yes                           | Yes                    | Yes                                 |
| Card payment                | Yes                      | Yes                           | Yes                    | Yes                                 |
| EX support (Telemetry)      | Yes                      | Unknown                       | Yes                    | Yes                                 |
| Installation Specific Notes | -                        | -                             | -                      | -                                   |
| Special configuration:      | -                        | -                             | -                      | -                                   |
| Machine Manufacturer        | Dixi Narco               | Royal Vendor                  | Ventronics             | Jofemar S.A. Peralta (Navarra)      |
| VMC Model #                 | Glass Front ECC DN 5XXXX | Merlin 14 67100               | VC-1100                | ARGOS 21 Code AE8                   |

|                             |                           |                                     |                        |                                    |
|-----------------------------|---------------------------|-------------------------------------|------------------------|------------------------------------|
| Machine Description         | Cold Drinks               | Cold Drinks                         | Ice cream              | Cigarette                          |
| Protocol Type               | MDB                       | MDB                                 | MDB                    | MDB                                |
| Minimum Eprom revision      | 30.51                     | 67101 - 1                           | 67107-5                | MON52_05 CheksumC5E4               |
| Mechanism Manufacturer      | MEI                       | Azkoyen                             | MEI                    | -                                  |
| Join Mechanism model        | CF690                     | 400                                 | CF690                  | -                                  |
| Voltage                     | 24AC                      | 24AC                                | 24AC                   | -                                  |
| Validator Manufacturer      | Unknown                   | Unknown                             | Unknown                | Unknown                            |
| Bill Validator Model        | Unknown                   | Unknown                             | Unknown                | Unknown                            |
| Cellular payment            | Yes                       | Yes                                 | Yes                    | Yes                                |
| Card payment                | Yes                       | Yes                                 | Yes                    | Yes                                |
| EX support (Telemetry)      | Unknown                   | Yes                                 | Unknown                | Unknown                            |
| Installation Specific Notes | Must DEX cable adapter    | None                                | Must DEX cable adapter | Must DEX cable adapter/local board |
| Special configuration:      | MDB Level 3 - all futures | Not necessary                       | Not necessary          | Not necessary                      |
| ing Machine Manufacturer    | Wurlitzer                 | Jofemar                             | Jofemar                | Sielaft                            |
| VMC Model #                 | Snuck Bl. IVC2.V-2.3.     | Argos 15                            | Big Box                | FS 2000Combi                       |
| Machine Description         | Snacks                    | Sigarette                           | Packets machine        | Snaks/Cold drinks                  |
| Protocol Type               | MDB                       | MDB                                 | MDB                    | MDB/EXE                            |
| Minimum Eprom revision      | V2.48                     | MON 52 (256) Software GXPIS 280/256 | 512 Software BB 0102   | 90082621                           |
| Mechanism Manufacturer      | -                         | -                                   | -                      | -                                  |
| Join Mechanism model        | -                         | -                                   | -                      | -                                  |
| Voltage                     | -                         | -                                   | -                      | -                                  |
| Validator Manufacturer      | -                         | -                                   | -                      | -                                  |
| Bill Validator Model        | -                         | -                                   | -                      | -                                  |

|   |               |               |               |               |
|---|---------------|---------------|---------------|---------------|
| Cellular payment                                  | Yes           | Yes           | Yes           | Yes           |
| Card payment                                      | Yes           | Yes           | Yes           | Yes           |
| EX support (Telemetry)                            | No            | No            | No            | No            |
| Installation Specific Notes                       | None          | None          | None          | None          |
| Special configuration:                            | Not necessary | Not necessary | Not necessary | Not necessary |
| <b>ing Machine Manufacturer Automatic product</b> |               |               |               |               |
| VMC Model #                                       | Red Eye       |               |               |               |
| Machine Description                               | Snacks        |               |               |               |
| Protocol Type                                     | MDB           |               |               |               |
| Minimum Eeprom revision                           | 310           |               |               |               |
| Mechanism Manufacturer                            | Coinco        |               |               |               |
| Join Mechanism model                              | I/SA-801      |               |               |               |
| Voltage   | -             |               |               |               |
| Validator Manufacturer                            | -             |               |               |               |
| Bill Validator Model                              | -             |               |               |               |
| Cellular payment                                  | Yes           |               |               |               |
| Card payment                                      | Yes           |               |               |               |
| EX support (Telemetry)                            | No            |               |               |               |
| Installation Specific Notes                       |               |               |               |               |
| Special configuration:                            | Not necessary |               |               |               |

#### **Exhibit 1.4**

## PROMISSORY NOTE

\$US 150,000,

[Place]

[Date]

FOR VALUE RECEIVED from MARAN TRADE & INVESTMENTS LTD, a company incorporated under the laws of the British Virgin Islands ("MARAN"), REALSIDE LIMITED a company incorporated under the laws of Ireland ("REALSIDE") and pursuant to a Asset Purchase and Sale Agreement between MARAN and REALSIDE dated 28 April 2004 (the "Agreement"), the undersigned, hereby unconditionally and irrevocably promises to pay to the order of the MARAN, or its registered assigns, and in immediately available funds, the principal amount of one hundred and fifty thousand US dollars (US\$ 150,000,). The principal amount shall be paid not later than 31 May 2004 (the "Maturity Date"), REALSIDE further agrees to pay interest in like money on the unpaid principal amount hereof from time to time outstanding at the rate of 15% per annum calculated on a compounded daily basis from the Maturity Date until actual payment.

Upon the occurrence of any Event of Default (as defined below), all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable without presentment, demand, protest or further notice of any kind.

All parties now or hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

REALSIDE hereby waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note.

REALSIDE shall pay all costs and expenses of the MARAN (including, without limitation, attorneys' fees and disbursements) incurred in connection with (i) the enforcement of, or collection of any amounts due under, this Note or (ii) any waiver, extension, amendment or modification of this Note.

**Events of Default.** If any of the following events ("Events of Default") shall occur and be continuing:

(a) REALSIDE shall fail to pay the principal amount or any interest accrued thereon on the Maturity Date; or

(b) REALSIDE shall fail to perform or observe any other term, covenant or agreement contained herein on its part to be performed or observed; or

(c) any representation or warranty of REALSIDE made in this Note or any document delivered pursuant to the terms hereof, including the Agreement proves to have been incorrect or misleading when made and the underlying facts or circumstances making such representation or warranty incorrect could reasonably be expected to adversely affect the business, operations or financial condition of the REALSIDE or the ability of the REALSIDE to perform its obligations hereunder; or

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(e) any event or condition occurs that results in any other indebtedness of REALSIDE becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any such indebtedness or any trustee or agent on its or their behalf to cause such indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; or

(f) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the REALSIDE or its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the REALSIDE or for a substantial part of its assets; or

(g) REALSIDE shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the REALSIDE or for a substantial part of its assets, (iii) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (iv) make a general assignment for the benefit of creditors or (v) take any action for the purpose of effecting any of the foregoing; or

(h) REALSIDE shall become unable, admit in writing or fail generally to pay its debts as they become due; or

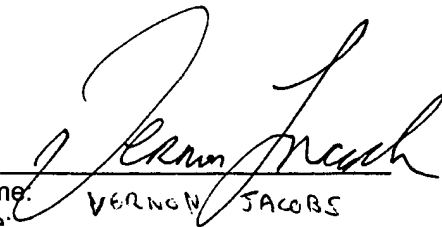
(i) REALSIDE sells, transfer or assign any of its assets or participation in any entity; or

(j) any material provision of any of this Note shall be canceled, terminated, declared by a competent court having jurisdiction to be null and void or shall otherwise cease to be valid and binding, or REALSIDE shall deny any further liability or obligation hereunder; or

then, and in any such event, MARAN may declare this Note and all interest thereon due and payable, whereupon this Note may be immediately exercised against REALSIDE



THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND  
INTERPRETED IN ACCORDANCE WITH, THE LAW OF ENGLAND

By:   
Name: VERNON JACOBS  
Title: DIRECTOR

REALSIDE LIMITED

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## Exhibit 1.6

**MARAN TRADE & INVESTMENTS LTD.**

**Registered Office:**

**Trident Chambers, PO Box 146, Road Town, Tortola, British Virgin Islands**

To:

Date: April 30, 2004

**REALSIDE LIMITED**

We hereby irrevocably, unconditionally and perpetually transfer and assign to REALSIDE LIMITED or any assignee, designee or transferee it shall order, all our rights and obligations relating to and/or connected with the transactions, agreements, understandings, negotiations and commercial and other activities with [ name of customer ], for valuable consideration we hereby confirm having received.



**MARAN TRADE & INVESTMENTS LTD.**

By: Michael Tallis

**We hereby approve the aforesaid and accept such transfer and assignment:**

  
REALSIDE LIMITED

**Exhibit 1.7**

**MARAN TRADE & INVESTMENTS LTD.**

**Registered Office:**

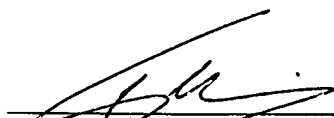
**Trident Chambers, PO Box 146, Road Town, Tortola, British Virgin Islands**

To:

Date: April 30, 2004

**REALSIDE LIMITED**  
**Dublin, Ireland**

Pursuant to the Asset Purchase and Sale Agreement entered between us, we hereby irrevocably transfer and assign to REALSIDE LIMITED or any assignee, designee or transferee it shall order, all our rights and obligations relating to and/or connected with the list of intellectual property stipulated in Exhibit B(ii) of the said Agreement, which is attached hereto, including, but not limited to, patents, trade mark and devices, trade names, know how, copy rights, good-will and any other intellectual property, whether registered, subject to registration or within a process of application or non registrable, all for valuable consideration we hereby confirm having received.



**MARAN TRADE & INVESTMENTS LTD.**

By: Michael Tallis, Director

**We hereby approve the aforesaid and accept such transfer and assignment:**

  
REALSIDE LIMITED

## APPENDIX B TO TAMIR DECLARATION

Number 379279

## **Certificate of Incorporation on change of name**

I hereby certify that


**REALSIDE LIMITED**

having, by a Special Resolution of the Company,  
and with the approval of the Minister for Enterprise,  
Trade and Employment, changed its name, is now  
incorporated as a limited company under the name

**TELTRY SYSTEMS LIMITED**

and I have entered such name on the Register accordingly.

Given under my hand at Dublin, this  
Wednesday, the 19th day of May, 2004

  
for Registrar of Companies

## ATTACHMENT 1V

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re patent of : PRISANT

ATTY Ref: 233-106

Serial number : 10/694389

Filed

For : METHOD AND SYSTEM FOR REMOTE PURCHASE PAYMENT

Sir

DECLARATION OF OREN RECHES

I, Oren Rechtes declare and say of my own personal knowledge and belief:

1. THAT I am an Israeli lawyer, an Israeli patent attorney and a U.S. patent agent. .
2. THAT at the beginning of 2004 Hellotech Technologies sold all rights in its intellectual property, including the rights in U.S. patent application serial number 10/694389 which is a continuation of another U.S. patent application that was the U.S. national phase of PCT patent application number PCT/IL00/00331 to Maran Trade & Investments Ltd.
3. THAT at the summer of 2004 Maran Trade & Investments Ltd. sold all rights in its intellectual property, including the rights in the U.S. patent application 10/694389 to Teltry Systems Limited.
4. THAT I spoke with Adv. David Blum and with Adv. Ariel Popper and each of these attorneys refuses to sign on any document relating to U.S. patent application serial number 10/694389.
5. THAT, I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful statements may jeopardize the validity of the application or any patent issued thereon.

Jan 7 2005

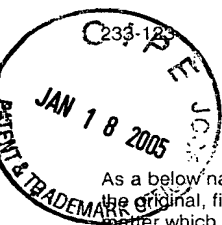
Date



Oren Rechtes



## ATTACHMENT V



**RULE 63 (37 C.F.R. 1.63)**  
**INVENTORS DECLARATION FOR PATENT APPLICATION**  
**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

As a below named inventor, I hereby declare that my residence, mailing address and citizenship are as stated below next to my name, and I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**METHOD AND SYSTEM FOR REMOTE PURCHASE PAYMENTS**

the specification of which (check applicable box(es)):

☐ is attached hereto  
☒ was filed on October 28, 2003 as U.S. Application Serial No. 10/694,389 (Atty Dkt. No. 233-123)  
☒ was filed as PCT international application No. PCT/IL00/00331 on 7 June 2000  
and (if applicable to U.S. or PCT application) was amended on \_\_\_\_\_

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose to the Patent Office all information known to me to be material to patentability as defined in 37 C.F.R. 1.56. I hereby claim foreign priority benefits under 35 U.S.C. 119/365 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed or, if no priority is claimed, before the filing date of this application:

Priority Foreign Application(s):

| Application Number | Country | Day/Month/Year Filed |
|--------------------|---------|----------------------|
| 130505             | Israel  | 16 June 1999         |

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below.

| Application Number | Date/Month/Year Filed |
|--------------------|-----------------------|
|--------------------|-----------------------|

I hereby claim the benefit under 35 U.S.C. 120/365 of all prior United States and PCT international applications listed above or below:

Prior U.S./PCT Application(s):  
Application Serial No.

PCT/IL00/00331  
10/009,740

Day/Month/Year Filed  
7 June 2000  
13 September 2002

Status: patented  
pending, abandoned

Abandoned

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon. And on behalf of the owner(s) hereof, I hereby appoint Nixon & Vanderhye P.C., telephone number 703-816-4000 (to whom all communications are to be directed) and the attorneys of: **Customer Number 23117**, individually and collectively owner's/owners' attorneys to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith and with the resulting patent. I also authorize Nixon & Vanderhye to add or delete attorneys from that Customer Number, and to act and rely solely on instructions directly communicated from the person, assignee, attorney, firm, or other organization sending instructions to Nixon & Vanderhye on behalf of the owner(s).

1. Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Inventor: Simon PRISANT  
(first) (last) Israel  
Residence: (city) Caisaria (state/country) Israel  
Mailing Address: 25 Ha'Agur, Caisaria, Israel  
(Zip Code) 38900

By: Y. T.

Name: YAIR TAMIR  
On behalf of the owner Teltry Systems Limited

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